



County of Los Angeles **CHIEF ADMINISTRATIVE OFFICE**

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DAVID E. JANSSEN
Chief Administrative Officer

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MICHAEL D. ANTONOVICH
Fifth District

March 18, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE OPTION AGREEMENT, SALE OF SURPLUS REAL PROPERTY, LEASE
AND OPERATING AGREEMENT, JOINT USE AGREEMENT, AND RESOLUTION
RELATING TO CITY OF DUARTE'S APPLICATION FOR LIBRARY BOND ACT
GRANT TO CONSTRUCT THE DUARTE LIBRARY PROJECT
(FIFTH) (4-VOTES)**

JOINT RECOMMENDATION WITH THE PUBLIC LIBRARY THAT YOUR BOARD:

- 1 Find that the proposed direct sale of the County-owned real property located at 1301 Buena Vista Street, Duarte, ("Subject Property") is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 12, and the County's Environmental Document Reporting Procedures and Guidelines.
2. Upon approval of the purchase and sale agreements, lease, and construction of a new library, find that the Subject Property (legally described on Attachment 1) is surplus to County's needs, and that its transfer to the Redevelopment Agency of the City of Duarte ("Agency") is in the best interest of the County and general public and will meet the social needs of the public and that it serves appropriate public purposes.
3. Approve and authorize the Chair of the Board to sign the following attachments upon execution of the agreements by all responsible parties and substantially in the same form and substance as: (1) the Lease and Operating Agreement (Attachment 2) with the City of Duarte ("City"); (2) the Option Agreement (Attachment 3) with the Agency and; (3) Purchase and Sale Agreement (Attachment 4) with the Agency for the transfer of the Subject Property between the County and the Agency.

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4. Approve and authorize the Chair of the Board to sign the attached joint use cooperative agreement (Attachment 5) between the County and the Duarte Unified School District.
5. Approve the resolution (Attachment 6) certifying the County's commitment to operate the new library to be constructed by the City as required in the Bond Act regulations.
6. Authorize the Chair, upon presentation, to execute any quitclaim deeds necessary to complete the sale of the Subject Property and authorize the Chief Administrative Officer ("CAO"), to execute any other contracts, agreements or other documents needed to effect the sale of the Subject Property.
7. Authorize the County Librarian, as the operator of the City's library service, to sign the City's Bond Act grant application.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will enable the City to submit a grant application to the State for matching funds under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 ("Bond Act") to construct the Duarte Library project. The City plans to submit its grant application to the State Library for the second grant application cycle deadline of March 28, 2003.

If the City is successful in obtaining a Bond Act grant, it will construct a new library of approximately 17,000 square feet and associated parking adjacent to the Duarte Civic Center. The new library will replace the existing 10,048 square feet library facility located at 1301 Buena Vista Street, which is owned and operated by the County. Though the existing County-owned library site will be sold to the Agency for the fair market value of \$1,850,000, the County is contributing the entire proceeds of the sale, less customary expenses, back to the Agency for the sole purpose of offsetting expenses associated with the construction of the new library facility.

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In the event the City withdraws from the County Library within 40 years of the date the new library is opened, the City would pay County a withdrawal fee equal to the balance remaining of the amortization of the entire purchase price at three percent interest over a 40-year period.

Service improvements at the proposed new library include: a large adult reading area; a homework center and literacy center; a community meeting room to seat 80; a conference room with 12 seats; a small group study room; a young adult area with seating for eight and two multimedia listening/viewing stations; a spacious children's area with storytelling space for 35; a dedicated room for the Friends of the Library; self check machines and express Internet stations; 32 public access computers; and an expanded collection of 87,260 books and audiovisual materials. If a grant is awarded, the library books and materials collection in the existing Duarte Library will be transferred to the replacement library when it opens.

Approval of the joint use cooperative agreement with the Duarte Unified School District will make the City's grant application eligible for first priority consideration for funding by the Bond Act Board. This agreement provides for a jointly operated homework center and literacy center as part of the new library.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of these transactions is consistent with the County's Strategic Plan Goal of Fiscal Responsibility since construction of this facility represents an investment in public infrastructure. It is also consistent with the goal of Service Excellence since the proposed new facility will provide improved library service to the residents of the City. Approval is also consistent with the goal of Children and Families' Well-Being because the library will provide educational facilities and programs for enhancing educational/workforce readiness.

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FISCAL IMPACT/FINANCING

The total project cost for the new library is estimated at \$7.8 million. The City's financial liability would be offset by the County's contribution of the net sales proceeds from the Subject Property of about \$1,850,000. The City's project budget includes the cost of constructing the new library, including the purchase of fixtures, furnishings and equipment. Therefore, there is no additional cost to the County associated with the City's project. The County will continue to operate the new library after it is completed, pursuant to the provisions of a Lease and Operating Agreement between the City and County. However, the County's cost will not exceed the current level of expenditure for operation of the existing library.

Operating Budget Impact

The Bond Act requires the applicant, in this case the City, to operate the library for a period of 40 years after completion of the project. If the State approves a grant award for this project, it is anticipated that the new facility will begin operation in March 2006.

Based on the terms and conditions of the proposed Lease and Operating Agreement, the County will pay for the modest increase in staffing required to operate the larger new facility. In exchange, the City will assume the cost of all building maintenance, including janitorial service and utilities. The County will be responsible for providing telephone and telecommunications service, including Internet access services. The County will also maintain the telephone system, computers, and copy machines.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 7, 2000, California's voters approved Proposition 14, which established the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, creating a \$350 million State bond program for construction and renovation of library facilities. The Bond Act provides grant funds to local library jurisdictions on a 65 percent State/35 percent local matching basis. Grant funds will be awarded on a competitive basis in three separate application and funding cycles. The City is the applicant for this project, and intends to submit its grant application for the second funding cycle.

Approval and execution of the attached lease with the City (Attachment 2) will provide the operating agreement under which the County will lease and operate the new 17,000 square foot library building. As noted in the attached option agreement, (attachment 3) and in exchange for the City constructing the new library, the County will sell the old library site to the Agency for the appraised fair market value of \$1,850,000. The County will return the net proceeds of that sale to the Agency as part of the overall financing of the new library project, estimated at \$7.8 million.

The Subject Property is being sold under the authority granted the County pursuant to Government Code Section 25365, which allows sale of surplus real property to a redevelopment agency. Additionally, the County has the authority to sell surplus real property and use the proceeds to fund programs deemed by the Board to be necessary to meet the social needs of residents pursuant to Government Code Section 26227. Notification of your Board's intended action has been published in compliance with Government Code Section 6061. The subject properties will be conveyed to the Agency by quitclaim deed with the County retaining all previously unreserved mineral rights on the properties, and the improvements will be conveyed to the Agency without warranty as to their condition or suitability for the intended purpose.

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County Counsel has reviewed all documents related to the conveyances and has approved their use as required. Additionally, County Counsel concurs with CAO that a saleable interest in the subject properties exists.

It is recommended that the Board approve the cooperative agreement (Attachment 5) with the Duarte Unified School District to provide a jointly operated parent and student support program as part of the City's proposed library project. The Bond Act and associated State regulations provide first priority consideration for funding of projects where the agency that operates the library (in this case the County) and one or more school districts have such a cooperative agreement. The agreement has been approved as to form by County Counsel and approved by the school board for the district. This joint use program provides a parent and student support program which includes a homework center and a literacy center with space, computers and materials for formal homework support, family literacy services and computer training.

The Bond Act regulations require that the Board of Supervisors adopt a resolution in support of the grant application by the City to certify the County's commitment to operate the completed facility and provide public library direct service. The attached resolution (Attachment 6) has been approved as to form by County Counsel and conforms to the Bond Act regulations.

ENVIRONMENTAL DECLARATION/ENVIRONMENTAL IMPACT REPORT

This activity is categorically exempt under Class 12 of the State CEQA and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.

IMPACT ON CURRENT SERVICES

Library service at the existing Duarte Library will not be impacted adversely during construction of the new facility if a grant is awarded for this project.

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CONCLUSION

The City's effort to seek Bond Act funding to replace the existing crowded facility will result in improved library service at limited cost to the County.

It is requested that the Executive Office, Board of Supervisors, return two executed originals of the following agreements: Purchase and Sale Agreement; Lease and Operating Agreement and; Option Agreement; along with two copies of the minute order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012, for further processing. Additionally, please return three executed originals of the joint use cooperative agreement, an original executed resolution, an adopted copy of this Board letter, along with executed copies of all attachments to the Public Library at 7400 East Imperial Highway, Downey, CA 90242.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

MARGARET DONNELLAN TODD
County Librarian

MDT:DEJ
CWW:CB:KC:cc

Attachments (6)

c: County Counsel
Auditor-Controller
Public Library

ATTACHMENT – 1

LEGAL DESCRIPTION OF SUBJECT PROPERTY

ATTACHMENT - 1

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 16 IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST, RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 16, DISTANT NORTH THEREON 716 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 16; THENCE WEST 275 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE TO A LINE PARALLEL WITH THE SOUTHERLY LINE OF HUNTINGTON DRIVE, FORMERLY FALLING LEAF AVENUE, AS SHOWN ON A LICENSED SURVEYOR'S MAP FILED IN BOOK 45, PAGE 17, RECORD OF SURVEYS IN THE OFFICE OF SAID REGISTRAR-RECORDER, AND WHICH PASSES THROUGH A POINT IN THE WESTERLY LINE OF BUENA VISTA STREET, AS SHOWN ON SAID LAST-MENTIONED MAP, DISTANT SOUTHERLY THEREON 402 FEET FROM THE INTERSECTION OF SAID WESTERLY AND SOUTHERLY LINES; THENCE EASTERLY ALONG SAID LAST-MENTIONED PARALLEL LINE AND THE EASTERLY PROLONGATION THEREOF, 275 FEET TO THE EASTERLY LINE OF SAID LOT 16; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 164.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 20 FEET OF SAID PROPERTY, CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 15 FEET OF SAID PROPERTY, INCLUDED WITHIN A PRIVATE ROAD.

END OF LEGAL DESCRIPTION

APPROVED AS TO A SALABLE INTEREST:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

ATTACHMENT – 2

LEASE AND OPERATING AGREEMENT

PROPOSED NEW LIBRARY

LEASE AND OPERATING AGREEMENT

(City of Duarte/County of Los Angeles)

THIS LEASE AND OPERATING AGREEMENT (hereinafter "Lease") is entered into as of the _____ day of March, 2003, by and between the CITY OF DUARTE, a municipal corporation (hereinafter "City"), and the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter "County").

R E C I T A L S

A. County operates the Duarte Library (hereinafter "Old Library") as a public library to serve residents of City, County and neighboring areas.

B. City is applying for grant funds (the "Grant"), as codified in the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Education Code, Title 1, Division 2, Part 11, Chapter 12, Articles 1-3, Sections 19985-20011) and the California Code of Regulations under Title 5, Division 2, Chapter 3, Section 20430, et seq. (collectively, the "Bond Act"), for, among other things, the construction and acquisition of a new, approximately seventeen thousand (17,000) square foot public library (the "Library Facility") proposed to be located on certain real property situated near the City's Civic Center in the City of Duarte, County of Los Angeles, State of California, which property is more commonly known as 1648 Huntington Drive (the "Site") and is more particularly described in Exhibit "A" attached hereto and incorporated herein.

C. City and County agree that the effectiveness of this Lease is conditioned upon City being awarded the Grant under the Bond Act for the acquisition, construction, and development of the Library Facility .

D. County desires to lease the Library Facility for purposes of relocating the Old Library thereto and operating a public library therein.

E. City is willing to lease the Library Facility space to County for such purposes on the terms and conditions stated in this Lease.

E X H I B I T S

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A": Legal Description of Site

Exhibit "B": List of City FF&E

Exhibit "C": Commencement Date Memorandum

Exhibit "D": List of County FF&E

Exhibit "E": Memorandum of Lease

COVENANTS

I. DEFINITIONS.

As used in this Lease, the following words and phrases shall have the following meanings:

A. “Authorized representative” - any agent, employee or independent contractor retained or employed by either party, acting within the scope of authority given by that party.

B. “Commencement of restoration” - the award of a contract for the preparation of plans and specifications to accomplish restoration, or for the obtaining of labor and materials to accomplish restoration, whichever occurs earlier.

C. “County Library” - the County of Los Angeles Public Library.

D. “Destruction” - any damage to the Property that results in temporary or permanent loss of use of the Property, the Library Facility or a portion thereof.

E. “Enforced delay” - a delay in the performance of a party’s obligations under this Lease due to war, insurrection, strike, walkout, labor disputes, inability to procure materials unrelated to the cost thereof, failure of power, riot, flood, earthquake, fire, act of God, litigation (including, without limitation, legal challenges delaying construction of the Library Facility), governmental restriction or delay due to the enforcement of environmental regulations or any state or federal laws that conflict with the provisions of this Lease. A period of Enforced Delay shall run from the commencement of the cause only if the party claiming such delay has provided written notice of the cause to the other party within thirty (30) days of its commencement. A properly noticed period of Enforced Delay shall remain in effect until such time as the claiming party’s performance may reasonably be continued.

F. “Good condition” - subject to normal wear and tear, the good physical condition of the Property and each portion of the Property (including, without limitation, signs, windows and appurtenances). “In good condition” means neat and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

G. “Hazardous substances” - hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 (as amended from time to time) or the same or a related defined term in any successor or companion statute. “Hazardous substances” includes crude oil or byproducts of crude oil, other than crude oil that exists on the Property as a natural formation, and those chemicals and substances identified pursuant to California Health and Safety Code Section 25249.8.

H. “Improvements” - the Library Facility and furniture, fixtures and equipment therein provided by City, all as described in Exhibit “B”.

I. “Library Facility” - the finished structure consisting of approximately 17,000 square feet to be constructed on the Site by City and used by County pursuant to this Lease to

provide public library services for residents of City and neighboring areas within Los Angeles County.

J. “Maintenance” - repairs, repainting and cleaning.

K. “Old Library” – the existing Duarte Library located at 1301 Buena Vista, Duarte, California.

L. “Property” – the Site along with the Library Facility. “Property” does not include structures, improvements or open space areas on the Site not a part of the Library Facility, but does include common areas.

M. “Restoration” - the reconstruction, rebuilding, rehabilitation and repairs that are necessary to return destroyed portions of the Property to substantially the same physical condition as they were immediately before a destruction.

N. “Site” - the real property legally described in Exhibit “A”.

II. LEASE OF LIBRARY FACILITY.

City leases the Library Facility to County, and County leases the Library Facility from City, for the Lease Term on the terms and conditions stated in this Lease.

III. LEASE TERM.

Unless this Lease is earlier terminated or extended as provided herein, the Lease Term shall consist of the Original Term (as defined in paragraph A below).

A. Original Term.

The original term of this Lease shall be for a period of forty (40) years (the “Original Term”). The Original Term shall commence on the date of City’s issuance to County, and County’s acceptance, of a Certificate of Occupancy for the Library Facility (hereinafter “the Commencement Date”). Following the Commencement Date, the parties shall promptly execute the “Commencement Date Memorandum” set forth in Exhibit “C”.

If for any reason City is unable to deliver possession of the Library Facility to County on or before June 2007, then City shall not be liable for any loss or damage caused by the failure to deliver possession of the Library Facility to County. If City has not delivered possession of the Library Facility to County as of such date, then County may thereafter terminate this Lease by giving ninety (90) days written notice of termination to City at any time before City delivers possession of the Library Facility to County. Any such notice of termination shall be void and without effect, however, if prior to expiration of the ninety (90) day period City delivers possession of the Library Facility to County.

B. County Library Membership Contingency.

The Lease Term shall remain in effect only so long as City remains a member of the County Library. City may, pursuant to applicable law, withdraw from the County Library at any time during the Lease Term in accordance with Section VI below.

IV. CONSIDERATION.

A. Operation

As consideration for City's lease of the Library Facility to County, County shall occupy the Library Facility and operate a public library therein. County shall operate the Library Facility in accordance with the terms of this Lease and in conformance with County's standard policies and procedures for library operation. In addition, in exchange for City's agreement to maintain the Library Facility, County has agreed to contribute the amount that County is currently expending to operate the Old Library, including but not limited to direct maintenance expenses that County will save as a result of City's agreement to maintain the Library Facility, to provide staffing levels for the Library Facility as more particularly set forth in Section V(A)(3) herein throughout the Original Term. City acknowledges that the foregoing contribution by County is subject to increase or decrease based on State of California or County of Los Angeles budget cuts that may affect the County's fiscal operation of all its libraries on a county-wide basis, provided however, that in the event it is necessary for County to reduce its contribution to the Library Facility, County covenants to apply and process such budget cuts to the Library Facility, if applicable, in a fair, reasonable, and non-arbitrary manner and to take into consideration the enhanced library services special assessments received by the County from the residents of the City of Duarte pursuant to the Library Special Tax.

In addition, County shall deliver to City the amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) (the "Sales Proceeds") that County receives from the sale of the Old Library upon the close of escrow thereof. City and County agree that the Sales Proceeds represents the appraised fair market value of the Old Library, as determined by that certain appraisal of the Old Library dated May 22, 2002, completed by Gerald L. Chuman, MAI, of Lea Associates Property Economics (the "Appraisal"), which Appraisal has been approved by both City and County. City shall use the foregoing funds to acquire, construct, develop, and/or furnish the Library Facility. Based on the foregoing consideration, no other rent is payable except as herein specifically provided to the contrary.

B. Taxes.

City and County are exempt from property taxation under law existing at the execution of this Lease. If during the Lease Term the State of California or any other government entity not a party to this Lease levies or assesses a tax, fee excise or special assessment on rents, the square footage of the Library Facility, the act of entering into this Lease, County's occupancy of the Library Facility or the Property, then before delinquency City shall pay that tax, fee excise or special assessment. The exemption contained in California Constitution Article XIII, Section 3 has been considered in fixing the terms of this Lease.

V. USE OF LIBRARY FACILITY.

A. Library Services.

County shall use the Library Facility solely for a public library, and for purposes incidental thereto, that shall function as a unit of the County Library, subject to all of County's general operating policies and procedures. County shall at its cost:

1. Transfer property from the Old Library.

County shall transfer from the Old Library to the Library Facility such furniture, fixtures, equipment and other supplies and amenities (collectively, the "FF&E") as are owned by County and deemed appropriate by the parties. The FF&E that shall be transferred shall be mutually agreed upon by City and County within a time-frame mutually acceptable to both parties. City and County agree to cooperate with one another in order to determine which FF&E from the Old Library are to be transferred to the Library Facility. All such FF&E shall remain County's property and shall be listed on Exhibit "D", which may be amended in a manner mutually acceptable to the parties from time to time. Should County, during the Lease Term and at its own cost, add additional furniture, fixtures or equipment to the Library Facility, then the parties shall amend Exhibit "D" accordingly. Any amendment of Exhibit "D" shall be executed by the County Librarian on behalf of County and by the City Manager on behalf of City. City and County hereby agree that any FF&E purchased by City for the Library Facility during the Original Term shall remain the personal property of City.

2. Furnish the Library Facility Collection

County shall furnish the Library Facility with the entire Old Library book collection, which consists of approximately eight-five thousand (85,000) items within thirty (30) days from the issuance of a Certificate of Occupancy for the Library Facility.

Materials provided by County for the Library Facility shall be subject to County Library's collection development policy, and shall be acquired based upon the professional judgment and expertise of County Library's staff. Acquisition of new or replacement materials shall be made on an equitable basis with other libraries within the County Library based on funding available. County shall add to the collection for the Library Facility any materials that conform to County Library's materials selection policy and are donated for use at the Library Facility by individuals or private support groups such as the Friends of the Library. Such donated items shall be subject to the provisions of Section XV.C below.

3. Operate the Library Facility.

County shall operate the Library Facility with an adequate number of staff to meet normal user needs at all times that the Library Facility is open to the public. County will continue to provide the same staffing levels as currently provided at the Old Library to the Library Facility and shall add additional staffing to the Library Facility as follows:

CURRENT OLD LIBRARY STAFFING

- i) one (1) Librarian III (Community Library Manager);
- ii) one (1) Librarian I (Children's Librarian);
- iii) one (1) Library Assistant I;
- iv) Library Aide(s) – 6760 hours per year, part-time temporary as needed;
- v) Library Page(s) – 4680 hours per year, part-time temporary as needed;

ADDITIONAL STAFFING AT NEW LIBRARY

- i) Librarian I (Children's and Reference) – 1040 hours per year
- ii) Library Page(s) – 3120 per year, part-time temporary as needed;

Should the circulation of library materials or other output measures (reference assistance or attendance) of the Library Facility increase by more than twenty-five percent (25%) during any six-month period of the Lease Term, then City may request a meeting with the County Librarian to review the service levels for the Library Facility. City's right to request a meeting shall not imply any obligation on the part of the County to change service levels.

Except for public holidays, such closures as may be reasonably required for maintenance or restoration purposes and periods of enforced delay, the Library Facility shall be open to the public at least five (5) days per week for forty-eight (48) hours per week as follows:

Tuesday through Thursday	9:00 a.m. to 8:00 p.m.
Friday	10:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.

County reserves the right to reduce the operating hours to less than forty-eight (48) hours per week in the event that it is necessary to implement department-wide service hour reductions due to budget constraints, provided that any department-wide budget cuts are applied, if necessary, to the Library Facility in a fair, reasonable, and non-arbitrary manner and shall take into consideration the enhanced library services special assessments received by County from the residents of the City of Duarte pursuant to the Library Special Tax. If budget constraints preclude County from satisfying the operating hours set forth above, then the parties shall hold a meeting to discuss operating hours for the Library Facility. Additionally, County shall provide City with written notice of any planned reduction at least sixty (60) days prior to the commencement of the reduction.

The business hours for the Library Facility shall be determined by mutual agreement of the parties and may be modified at any time, and from time to time, as City and County may mutually agree. City and County may mutually agree to reduce hours for more

intensive staffing. Sunday service shall not be provided by County as part of the normal operating schedule unless City agrees to reimburse County for its costs for providing Sunday service.

County shall not use, or permit the use of, the Property in any manner that creates a nuisance or violates any law.

4. Report On Library Usage.

In order to keep City informed of the activity levels and use of the Library Facility, County's staff and shall meet periodically with City's staff to report on the operation of the Library Facility.

B. Cooperation

County shall use its reasonable efforts to operate the Library Facility in a manner that conforms to any conditions or requirements of donations, grants or gifts acquired or received by City for the construction, furnishing or operation of the Library Facility, provided such conditions or requirements have been disclosed to County and are agreeable to County.

VI. WITHDRAWAL FROM COUNTY LIBRARY.

A. Right of Withdrawal.

Pursuant to California Education Code Section 19116, the City retains the legal right to withdraw from the County Library and nothing in this Lease shall limit City's exercise of such right. City's withdrawal from the County Library shall not constitute a default or breach of this Lease if withdrawal is accomplished in compliance with law.

B. Effect of Withdrawal.

1. Potential Acquisition of Personal Property.

In the event that City withdraws from the County Library during the Original Term, this Lease shall terminate. In accordance with California Education Code Section 19116 (as it exists at the commencement of this Lease or as may be subsequently amended thereafter), City may in its sole discretion acquire County's personal property related to the provision of library services in the Library Facility. In the event City decides to acquire County's personal property, the terms of California Education Code Section 19116 shall apply to the terms of such acquisition. With respect to Section 19116(c)(2)(B), City and County hereby agree that they shall cooperate with one another in order to mutually determine the "fair market value of the personal property."

2. Withdrawal During Original Term.

Except as otherwise specified herein, in the event that City withdraws from the County Library during the Original Term, City shall pay to County the product of the following formula:

$$(\text{Sales Proceeds} + \text{Interest}) \times \frac{(\# \text{ of years remaining on the Original Term of the Lease})}{40 \text{ years}}$$

= WITHDRAWAL PAYMENT AMOUNT

- (a) “Sales Proceeds” is defined in Section IV(A) above.
- (b) “Interest” is defined as the amount of interest earned on the Sales Proceeds at an interest rate of three percent (3%) per year for each year or portion thereof commencing on the Commencement Date and ending on the date that City provides written notice to County that City desires to withdraw from the County Library. Such Interest shall not be compounded.
- (c) Notwithstanding any provision to the contrary contained in this Lease, in the event City withdraws from the County Library during the Original Term as a result of County’s material default under any provision of this Lease, City shall not be obligated to pay the Withdrawal Payment Amount to County, provided however, County shall not be considered to be in material default in the event the County Library experiences a loss of operating revenue due to reasons beyond its control, including but not limited to, a reduction in direct State funding, reduction or loss of its portion of property tax revenue, or a significant reduction in County General Fund revenue which severely affects the operation of County’s various departments as a whole.
- (d) Except as otherwise specified herein, upon County’s receipt of notice by City that City desires to withdraw from the County Library, County shall surrender possession of the Library Facility to City on or before the date that is six (6) months from the date of such notice. County shall, within such six (6) month time-frame, exert commercially reasonable efforts to diligently remove, at County’s sole cost and expense, any FF&E belonging to County from the Library Facility before County surrenders possession, unless City opts to acquire such FF&E from County pursuant to the terms of Section VI(B)(1) above.
- (e) City and County acknowledge that in the event City is obligated to pay the Withdrawal Payment Amount to County pursuant to the terms of this Lease, City may not have the entire Withdrawal Payment Amount available for immediate payment to County. At City’s request, after County’s receipt of City’s notice of withdrawal as set forth in subparagraph (d) above, County and City shall meet and negotiate in good faith a schedule for the City’s payment of the Withdrawal Payment Amount to County.

VII. FIXTURES, UTILITIES, SERVICES & MAINTENANCE.

A. Fixtures.

County shall at its sole expense maintain a telephone system and equipment and computer hardware and software necessary to operate the Library Facility, and copy machines for both staff and public uses. The cost of purchasing the computer and phone systems is part of the project construction budget for the Library Facility and will be paid for by City, although the systems will be selected and installed by County. Efforts will be made to select the better vendors among the City and County dealers. Except for the telephone system and equipment, computer hardware and software and copy machines, and as provided in Section V(A)(1) above, City shall install all furniture, fixtures and equipment necessary for operation of the Library Facility as a public library. Such furniture, fixtures and equipment shall include without limitation the following: ceilings; lights; wall coverings; floor coverings; window coverings; book stacks; library furniture; staff furniture; HVAC systems and controls; Radionics intrusion alarm; fire alarm; CATV, paging, public address; current best standard voice/data cabling and terminations; patch panels, racks, main communication room cable trays and equipment; uninterruptible power supply for voice/data network equipment; and other low voltage systems. All low voltage systems shall comply with County's specifications. County shall have the right to reasonably approve all furnishings, equipment and fixtures prior to completion of plans and specifications. County covenants that such approval shall not be unreasonably withheld, conditioned, or delayed.

B. Utilities and Services.

City shall make all arrangements for and shall pay for (including connection charges) all janitorial services (including trash removal) and utilities, except telephone/telecommunications service, furnished to or used at the Library Facility. County shall make all arrangements for and shall pay for (including connection charges) all telephone and data network and internet access service furnished to or used at the Library Facility.

County shall not make any connection to the utilities except by and through existing outlets. County shall not add to, or modify, existing outlets without City's prior approval, which approval shall not be unreasonably withheld. County shall not install or use in or about the Library Facility any machinery or equipment that uses excess water, lighting or power. County shall not suffer or permit any act that causes excess burden upon utilities or services over standard library usage. City and County shall exercise good faith and cooperate with one another in order to determine whether any installation or use by the County at the Library Facility shall be deemed excessive.

C. Maintenance.

Throughout the Original Term, City shall at its sole cost maintain the Library Facility and fixtures in good condition. Such maintenance shall include without limitation the following: windows and window coverings; floor coverings; ceilings; interior walls; lamps and tubes; exposed plumbing; casework; interior wall surfaces and doors; and the basic structure, including all building systems, exterior walls, roof, landscaping, hardscape (including the

parking lot) and lighting. In the event City should fail or refuse to commence such maintenance within thirty (30) business days after written notice has been served by County, or within five (5) business days for fire, life-safety or air conditioning related matters, or should fail or refuse to pursue the work with reasonable diligence to completion, then County may at its sole option perform or cause performance of the work and charge the reasonable cost thereof to City.

Throughout the Original Term, County shall at its sole cost maintain in good condition the equipment used by County's staff or the public. In the event County should fail or refuse to commence such maintenance within thirty (30) business days after written notice has been served by City, or should fail or refuse to pursue the work with reasonable diligence to completion, then City may at its sole option perform or cause performance of the work and charge the reasonable cost thereof to County.

To the extent that maintenance becomes necessary to the Library Facility, fixtures or furnishings due to the actions of County, its agents or invitees, other than normal wear and tear, such maintenance may be performed by City and City's reasonable costs therefore shall be reimbursed by County. Except in cases where immediate repair is necessary to protect the public health or safety, City shall provide County with fifteen (15) days written notice of its intent to undertake repairs unless County has waived such notice in writing.

The requirements of this section providing for notice by County to City and opportunity for City to perform maintenance work shall take precedence over California Civil Code Sections 1941 and 1942.

D. Compliance with Law and Insurance Providers.

The parties' maintenance obligations shall be accomplished in accordance with law and in conformance with the requirements of all persons providing insurance for any part of the Property.

E. Acceptance of Library Facility.

Plans and specifications for the construction of the Library Facility will be developed by City in close consultation and coordination with County in order to ensure the operating requirements of the County are met, and will include without limitation items such as interior finishes, carpet, tile, paint, ceilings, lighting, book stacks, furniture, equipment, and the design and installation of voice and data communications equipment. County shall review and approve final plans and specifications. County's final approval shall not be unreasonably conditioned, denied, or delayed. The County, may, at its election, participate in construction meetings. County may have access to the Site to inspect the progress of the construction of the Library Facility provided County provides City with reasonable advance written notice thereof. County shall not communicate any comments regarding the design, construction, and development of the Library Facility to any of City's contractors or architects, but rather, shall provide those comments in writing to the City Manager, or his or her designated representative.

Prior to County's acceptance of the Library Facility for occupancy, the parties' representatives shall conduct a walk-through to confirm that the Improvements, other than minor punch list items, have been completed to County's reasonable satisfaction. County's acceptance

of the Library Facility for occupancy shall constitute acknowledgment that the Library Facility is in good order upon commencement of this Lease, except for those minor punch list items identified in writing. City shall complete, or shall cause to be completed, all such punch list items within thirty (30) days of County's occupancy of the Library Facility. In the event that City fails to do so, then County may at its sole option perform or cause performance of the work and charge the reasonable cost thereof to City and City shall pay such charge.

VIII. PARKING.

County shall be entitled to non-exclusive use of parking spaces designated for use by occupants or patrons of the Property. County shall also be entitled to exclusive use of two (2) parking spaces adjacent to the Library Facility designated for use only by the County Library.

IX. ALTERATIONS.

Except as provided herein, City shall not make any structural alterations to the Library Facility without providing at least thirty (30) days prior written notice to County. To the extent feasible, City shall make such alterations only at such time as does not conflict with County's operation of the Library Facility. City may perform such structural alterations without thirty (30) days prior written notice to County if, in City's sole discretion, such alterations are immediately necessary to protect public health or safety, to protect the contents of the Library Facility, or to remedy an emergency. City shall endeavor to afford County advance notice of structural alterations performed in such circumstances.

County shall not make any structural alteration to the Property without the express written consent of City. For purposes of this provision, a "structural alteration" shall be any modification that results in a change in the structural integrity of the Library Facility, or change in the location, design, area or size of any wall, window or door. A "structural alteration" also shall include any modification that alters the gross cubic area of the Library Facility and any substantive modification to finish materials.

X. INSURANCE & INDEMNIFICATION.

A. Insurance.

1. Casualty Insurance.

During the Lease Term, City shall keep the Library Facility insured against loss or damage by fire, lightning, vandalism, malicious mischief and such perils ordinarily defined as "extended coverage". Such insurance shall be in an amount not less than the full insurable replacement value of the Library Facility. City may, at its sole option, self-insure all or part of the insurance coverage required under this provision.

2. Worker's Compensation Insurance.

During the Lease Term, County shall maintain in force worker's compensation insurance as required by the California Labor Code. County may, at its sole option, self-insure all or part of the insurance coverage required under this provision.

3. City's Liability Insurance.

During the Lease Term, City shall also at all times maintain in force a policy of comprehensive public liability insurance insuring against injury to persons and damage to property. This policy shall have a combined single limit coverage of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall be reviewed by the insurer at least every year to assure sufficient coverage. City may, at its sole option, self-insure all or part of the insurance coverage required under this provision.

4. County's Liability Insurance.

During the Lease Term, County shall also at all times maintain in force a policy of comprehensive public liability insurance insuring against injury to persons and damage to property. This policy shall have a combined single limit coverage of not less than one million dollars (\$1,000,000) per occurrence. The policy coverage shall be reviewed by the insurer at least every year to assure sufficient coverage. At County's sole option, it may self-insure any or all of the insurance coverage required by this paragraph.

B. Indemnification

1. City's Obligation

City shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with City's construction, maintenance or ownership of the Library Facility. County need not have first paid any such claim in order to be so indemnified. Notwithstanding the preceding, City's status solely as lessor of the Library Facility to County shall not be deemed to be a use of the Library Facility that would require City to indemnify County for damages arising from County's use of the Library Facility.

2. County's Obligation

County shall indemnify, defend and hold harmless City, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with County's use, maintenance or operation of the Library Facility. City need not have first paid any such claim in order to be so indemnified.

3. Survival of Obligations.

The indemnity provided by each party pursuant to this Section shall survive the expiration or termination of this Lease.

XI. DAMAGE & DESTRUCTION.

If the Library Facility is damaged or destroyed by war, fire, earthquake or other violent elemental action such that the structure is not fit for County's occupancy (as determined by County in its reasonable discretion), and if City does not commence restoration within sixty (60) days of any such event, or should fail or refuse to pursue the work with reasonable diligence to completion, then County may terminate this Lease by issuance of a written Notice of Termination. If County terminates this Lease in accordance with this provision, then the termination date shall be as specified in the Notice of Termination. In the event of termination hereunder, provided that City has elected not to pursue restoration, City shall pay to County the Withdrawal Payment Amount as set forth in Section VI(B)(2) above.

City shall secure any area of the Library Facility that is damaged or destroyed in order to prevent further damage or injury to persons, and County shall cooperate with City with respect to the foregoing.

In the event City elects to restore the Library Facility, the Original Term shall be extended by the period of time County has been unable to use the Library Facility for its intended purposes. County and City shall mutually agree in writing on the amount of time that the Original Term shall be extended resulting from restoration activities hereunder.

XII. CONDEMNATION.

A. Notice.

City shall notify County in writing if, during the Lease Term, City receives an offer to acquire the Property (or any portion thereof) issued pursuant to Government Code Section 7267.2 or a notice of a resolution of necessity to condemn the Property. Such notification shall be provided within fifteen (15) days of City's receipt of the offer or notice, and shall indicate the physical portion of the Library Facility that would be affected.

B. Distribution of Award.

If the Library Facility or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of such power (hereinafter "condemnation" collectively), then any award for the condemnation shall be City's property to the extent it is compensation for the taking of the fee or as severance damages. County shall be entitled to any portion of the award attributable to County-owned fixtures, improvements or the bonus value of County's leasehold. Each party shall be entitled to retain its own relocation assistance received in connection with a condemnation. In the event any award for condemnation is not separately apportioned into an amount for the fee, the fixtures, the improvements, and the leasehold, County and City agree that County's share of the award shall be the product of the following:

$$\text{Amount of Award} \times \frac{(\# \text{ of years remaining on the Original Term of the Lease})}{40 \text{ years}} \times 19.35\%$$

For purposes of this Section XII(B) only, City and County agree that 19.35%, discounted by the amount of time remaining on the Original Term over forty (40) years,

represents a fair percentage of County's monetary contribution to the Library Facility and consequently County's fair share of any condemnation award under this Section XII(B).

C. Effect of Condemnation

In the event of condemnation of less than twenty-five percent (25%) of the net useable area of the Library Facility, City shall use its condemnation award for restoration of the Library Facility. To the extent feasible, such restoration shall produce a structure of a quality, appearance and functional utility consistent with the pre-condemnation Library Facility. Failure of City to commence such restoration within sixty (60) days of the condemnation shall constitute a default.

In the event of condemnation of twenty-five percent (25%) or more of the net useable area of the Library Facility, County may terminate this Lease by issuance of a Notice of Termination. If County terminates this Lease in accordance with this provision, then the termination date shall be as specified in the Notice of Termination.

The Original Term shall be extended by the period of time County is unable to use the Library Facility for its intended purposes as a result of the foregoing. County and City shall mutually agree in writing on the amount of time that the Original Term shall be extended resulting from restoration activities hereunder.

XIII. ASSIGNMENT, SUBLETTING & ENCUMBERING.

County acknowledges that City is entering into this Lease based on County's unique characteristics. Except as provided herein, County shall not voluntarily assign, sublease or encumber its interest in this Lease or the Library Facility without City's prior written consent. Nor shall County allow any other person (excluding County's library employees, patrons, library volunteers and members of the Friends of the Library) to occupy or use the Library Facility or the Property on a continuous basis without City's prior written consent. City may grant or withhold its consent in its sole discretion. Any assignment, sublease or encumbrance made without City's prior written consent shall be voidable and, at City's election, shall constitute a default under the terms of this Lease which shall entitle City to terminate this Lease upon written notice thereof to County. No consent to any assignment, sublease or encumbrance shall constitute a further waiver of this provision.

County may, with City's prior written approval, provide concessions for services to patrons that are ancillary to the public library use. Such concessions may include photocopying and licensing of temporary activities other than book sales.

XIV. DEFAULT & TERMINATION.

A. Default by County.

County agrees that if it should default in any of its covenants herein contained and such default constitutes a material breach of this Lease, then City may terminate this Lease. In order to effectuate such termination, City shall first provide County a written Notice of Default specifying the covenant(s) of which County is in default. If County fails to cure such default

within thirty (30) days (or, if the default cannot reasonably be cured within thirty (30) days, to commence the cure and diligently perform until completion), then City may issue County a written Notice of Termination specifying the date on which this Lease shall terminate. Any such Notice of Termination shall be void and without effect, however, if prior to the specified termination date County cures the default.

If County fails to cure a default that City is permitted to cure, then City may in its sole discretion perform such cure. In the event that City elects to cure the default, County shall reimburse City for all reasonable costs incurred by City in performing the cure, as well as for all damages proximately caused to City because of the default.

In addition to termination, City shall have such other rights or remedies as may be provided by law or equity. The use of each such right and remedy shall be cumulative, and shall not preclude City from pursuing other rights and remedies that may exist now or in the future.

B. Default by City.

City agrees that if it should default in any of its covenants herein contained and such default constitutes a material breach of this Lease, then County may terminate this Lease. In order to effectuate such termination, County shall first provide City a written Notice of Default specifying the covenant(s) of which City is in default. If City does not cure such default within thirty days (or, if the default cannot reasonably be cured within thirty (30) days, commences the cure and diligently performs until completion), then County may issue City a written Notice of Termination specifying the date on which this Lease shall terminate. Any such Notice of Termination shall be void and without effect, however, if prior to the specified termination date City cures the default.

If City does not cure a default that County is permitted to cure, then County may in its sole discretion perform such cure. In the event that County elects to cure the default, City shall reimburse County for all reasonable costs incurred by County in performing the cure, as well as for all damages proximately caused to County because of the default.

In addition to termination, County shall have such other rights or remedies as may be provided by law or equity. The use of each such right and remedy shall be cumulative, and shall not preclude County from pursuing other rights and remedies that may exist now or in the future.

C. Termination

If a Notice of Termination is given in accordance with this Section and the default is not cured prior to the termination date specified in the notice, then this Lease shall terminate as of such date. In the event termination is caused by City's material default, City shall be liable to County for the Withdrawal Payment Amount more particularly set forth in Section VI(B)(2) above, provided however, that City shall be not be deemed to be in material default in the event County is forced to terminate this Lease resulting from the City's lack of funds due to reasons beyond its control including, but not limited to, a reduction in funding it receives from the State, a reduction or loss of its portion of property tax revenue, or a significant reduction in City's General Fund revenue which severely affects City's operations. In the event termination is

caused by County's material default, City shall not be obligated to pay to County any portion of the Withdrawal Payment Amount, provided however, that County shall not be considered to be in material default in the event City is forced to terminate this Lease resulting from the County Library's loss of operating revenue due to reasons beyond its control including, but not limited to, a reduction in direct State funding, reduction or loss of its portion of property tax revenue, or a significant reduction in County General Fund revenue which severely affects the operation of County's various departments as a whole.

XV. ADDITIONAL RIGHTS OF CITY.

A. Naming of Library Facility.

City and County shall cooperate with one another in order to mutually agree on the name for the Library Facility. City and County agree that the name of the Library Facility shall contain the word "Duarte." City additionally may, by mutual agreement with County, name any portion thereof. The exterior signage of the Library Facility shall include the words "County of Los Angeles."

B. Entry Upon the Library Facility.

City and its authorized representatives shall have the right to enter the Library Facility at all reasonable times for inspection, maintenance, restoration or posting of notices. City shall conduct such activities in a manner that will cause the least possible inconvenience for County.

C. Ownership of Gifts.

Any books, periodicals or other items donated to the public library operated in the Library Facility shall be added to County Library's collection in accordance with the provisions of Section V.A.2 above and shall be assigned permanently to the Library Facility. Such items shall become County property and be circulated in accordance with the County Library's local request option program, which gives preference to use by local patrons.

D. Interview of Key Personnel.

The City Manager or his/her designee shall have the opportunity to meet the finalist for employment as Community Library Manager at the Library Facility. County shall consult with City and solicit and consider its views prior to filling that position. Notwithstanding the preceding, County shall have absolute discretion in the selection and hiring of all of County's personnel assigned to the Library Facility, and interviews by City shall be conducted with the Library staff designated by the County Librarian.

XVI. NOTICES.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given as of

the time of hand delivery to the addresses set forth below, or three (3) days after deposit into the United States mail, postage prepaid, by registered or certified mail, return receipt requested. Unless notice of a different address has been given in accordance with this Section, all such notices shall be addressed as follows:

If to City, to:	City of Duarte 1600 Huntington Drive Duarte, California 91010-0018 Attention: City Manager
With a copy to:	Rutan & Tucker, LLP 611 Anton Boulevard, 14 th Floor Costa Mesa, California 92626 Attention: Dan Slater, Esq. Nikki Nguyen, Esq.
If to County, to:	County of Los Angeles Kenneth Hahn Hall of Administration 500 West Temple Street, Room 383 Los Angeles, California 90012
With a copy to:	County of Los Angeles Public Library 7400 East Imperial Highway Downey, California 90242 Attention: County Librarian
With a copy to:	County of Los Angeles Chief Administrative Office Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Director of Real Estate

XVII. TITLE TO PROPERTY.

Title to the Property, the Improvements and furniture, fixtures and equipment provided by City as specified in Exhibit “B” shall remain in City during the Lease Term and shall remain in City upon the expiration or termination of this Lease. Title to the furniture, fixtures, equipment and materials collection provided by County as specified in Exhibit “D” shall remain in County during the Lease Term and shall vest in County upon the expiration or termination of this Lease unless acquired by City pursuant to Section (VI)(B)(1) above or otherwise agreed upon by the parties.

XVIII. SURRENDER OF PROPERTY & HOLDING OVER.

A. Duty to Surrender.

Upon the expiration or termination of this Lease, County shall surrender possession of the Library Facility to City. County shall deliver the Library Facility in good condition. If City should incur any cost in restoring the Library Facility to good condition, then County shall reimburse City for the full cost thereof to the extent such cost is not deducted by City from any sums due County. Any property abandoned by County at the time of expiration or termination of this Lease shall, at City's election, become City's property.

B. Holding Over.

If County, with City's consent, remains in possession of the Library Facility after the expiration or termination of this Lease, then such possession shall be deemed to be a month-to-month tenancy terminable by either party on thirty (30) days prior written notice. All provisions of this Lease, other than those relating to the Lease Term, shall apply to the month-to-month tenancy.

XIX. ESTOPPEL CERTIFICATES.

At any time during the Lease Term, either party may submit a written request to the other party for an estoppel certificate. For purposes of this provision, "estoppel certificate" means a writing that certifies the following: (i) the date of each modification of this Lease (if any); (ii) that this Lease is in full force and effect; and (iii) each uncured default on the part of the requesting party (if any is claimed). An estoppel certificate shall be executed and delivered to the requesting Party, or to such other person as the requesting party may direct, within twenty (20) days of receipt of the request. Each estoppel certificate shall be issued under penalty of perjury with the intent of inducing reliance by the other party and by third parties.

XX. RECORDATION.

A memorandum of this Lease, in lieu of this Lease itself, shall be recorded. The parties shall execute and record the "Memorandum of Lease" set forth in Exhibit "E". Upon City's request, County shall, within thirty (30) days of the expiration or termination of this Lease, execute and deliver to City a quitclaim deed to the Library Facility in recordable form, which shall designate City as transferee. The quitclaim deed may be executed by County's Chief Administrative Officer or by such person's designee.

XXI. HAZARDOUS MATERIALS.

A. Warranties and Representations.

1. City's Warranties.

City warrants that hazardous substances have not been released on the Property during its ownership of the Property; that City has no knowledge of any release of hazardous substances on the Property occurring before its ownership; that it has no knowledge or

reason to believe that there are hazardous substances on the Property; that it shall comply with all laws concerning the use, release, storage and disposal of hazardous substances; and that it shall require all other tenants (if any) of the Property to comply with such law.

2. County's Warranties.

County hereby warrants that it shall comply with any and all laws concerning the use, release, storage and disposal of hazardous substances on the Property during its occupancy of the Property, and shall promptly notify City of any violation of such law(s) on the Property.

B. Notice.

Each party shall immediately notify the other upon discovery that hazardous substances have been released on the Property.

C. Indemnity.

1. City's Obligation

City shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with the presence of hazardous substances on the Property that has been caused by City.

2. County's Obligation

County shall indemnify, defend and hold harmless City, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with the presence of hazardous substances on the Property that has been caused by County.

3. Survival of Obligation

The indemnity provided by each party pursuant to this Section shall survive the expiration or termination of this Lease.

D. Indoor Air Pollution Notification.

Each party shall immediately notify the other upon discovery of any indoor air pollution problem at the Library Facility. City shall correct any such problem at its sole expense.

XXII. MISCELLANEOUS.

A. Governing Law

This Lease shall be construed according to its fair meaning and as if prepared by both parties hereto. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

B. Transfer of City's Interest

In the event of any transfer of City's interest in the Property, City shall automatically be relieved of any and all obligations and liabilities accruing under this Lease from and after the date of such transfer, subject to County's approval, which approval shall not be unreasonably withheld.

C. Waiver

The waiver by either party of any breach by the other party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

D. Time of Essence

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

E. Brokers

Each party warrants to and for the benefit of the other that it has had no dealings with any real estate broker or other agency (attorneys excepted) in connection with the negotiation or making of this Lease.

F. Headings

The headings of the various sections and provisions of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease.

G. Gender; Number

The neuter gender includes the feminine and masculine, the masculine includes the feminine and corporation, partnership, or other legal entity whenever the context so requires. The singular number includes the plural whenever the context so requires.

H. Entire Lease.

This Lease contains the entire agreement between the parties. Notwithstanding the foregoing, City, County, and the Duarte Unified School District, a public school district (the "District") are parties to that certain Joint Use Cooperative Agreement dated March __, 2003 (the "Joint Use Agreement"). Notwithstanding anything to the contrary contained in the Joint Use Agreement, City and County hereby agree that the following modifications to the Joint Use Agreement with respect to the obligations and responsibilities of City and County contained in Section 1 thereof are hereby amended such that the terms hereof shall supersede Section 1 thereof, in order to make the Joint Use Agreement consistent with this Lease. In particular, City shall not be obligated to provide funding to County for the two (2) paid part-time homework assistants and one (1) part-time librarian as stated in Section 1 of the Joint Use Agreement. In addition, pursuant to the terms of this Lease, County has agreed to pay for an adequate number of staff to meet normal user needs at all times that the Library Facility is open to the public, as more particularly set forth in Section V(A)(3) above, and Section 1 of the Joint Use Agreement is hereby amended and superseded to reflect the foregoing. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statements, law or custom to the contrary notwithstanding. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on its own inspection of the Property and examination of this Lease, the counsel of its own advisors, and the warranties, representations and covenants in this Lease itself. The failure or refusal of either party to inspect the Property, to read this Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection, or advice.

I. Modification; Memoranda of Understanding.

No provision of this Lease may be amended or varied except by an agreement in writing signed by the parties. The parties acknowledge that minor modifications or refinements as mutually agreed upon may be necessary from time to time. Such minor modifications or refinements may be accomplished through Memoranda of Understanding (including, without limitation, the Commencement Date Memorandum set forth in Exhibit "C") executed by the City Manager of City and the Chief Administrative Officer of County or their designees. Such Memoranda of Understanding shall not require an amendment to this Lease or formal approval by the City Council of City or the Board of Supervisors of County.

J. Severability.

The invalidity or illegality of any provision of this Lease shall not affect the remainder of this Lease. All remaining provisions of this Lease shall, notwithstanding any such invalidity or illegality, continue in full force and effect.

K. Successors.

Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of

the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

L. Consent of Parties.

Provided that such consent or approval is pursuant to and not inconsistent with the terms of this Lease, any consent or approval to be given by City under this Lease may be given by a writing executed on behalf of City by its City Manager, and any consent or approval to be given by County under this Lease may be given by a writing executed on behalf of County by its Chief Administrative Officer or the designee thereof. Neither party's execution of this Lease nor any consent or approval given by either party in its capacity as a party to this Lease shall waive, abridge, impair or otherwise affect that party's powers and duties as a governmental body. Any requirement under this Lease that either party obtain consents or approvals of the other are in addition to and not in lieu of any requirements of law that such party obtain approvals or permits.

M. Timing of Payments.

In the event that County is required to pay City any sum of money pursuant to this agreement, with the exception of the Sales Proceeds, which must be delivered pursuant to the terms of Section (IV)(A) above, County shall make such payment within sixty (60) days of receipt of any invoice therefore from City. In the event that City is required to pay County any sum of money pursuant to this agreement, with the exception of the Withdrawal Payment Amount, City shall make such payment within sixty (60) days of receipt of any invoice therefore from County.

N. Attorneys' Fees; Litigation

If any dispute arises between the parties resulting from this Lease, each party agrees to pay its own attorneys' fees and costs in connection therewith.

O. Counterparts

This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same document.

P. Authority

The person(s) executing this Lease on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Lease on behalf of said party, (iii) by so executing this Lease, such party is formally bound to the provisions of this Lease, and (iv) the entering into this Lease does not violate any provision of any other agreement to which said party is bound.

Q. Conflicts of Interest

No director, officer, official, representative, agent or employee of any party shall have any financial interest, direct or indirect, in this Lease.

R. Rights and Remedies are Cumulative

Except as may be otherwise expressly stated in this Lease, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another party or parties.

S. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Lease shall be deemed to be inserted herein and the Lease shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any party the Lease shall forthwith be physically amended to make such insertion or correction.

T. Cooperation

The parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Lease. The parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the parties as evidenced in this Lease.

U. Ambiguities Not to be Construed Against Drafting Party

The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Lease.

V. Joint Venture.

It is not intended by this Lease to, and nothing contained in this Lease shall, create any partnership, joint venture or other agreement between City and County. No term or provision of this Lease is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

W. Nonliability of Officials.

No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, City and County have executed this Lease effective as of the date set forth in the initial paragraph of this Lease.

“City”

“County”

CITY OF DUARTE

COUNTY OF LOS ANGELES

By: _____
Jesse Duff, City Manager

By: _____
Chair, Board of Supervisors

ATTEST:

ATTEST:

By: _____
Marla Akana, City Clerk

By: _____
Violet Varona-Lukens
Executive Officer – Clerk of the Board
of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Dan Slater
Rutan & Tucker, LLP
Attorneys for the City of Duarte

By: _____
Frank Scott, Esq.
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WESTERLY 156.93 FEET OF THE NORTHERLY 221.97 FEET OF THAT PART OF LOT 14 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 10 WEST, IN THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11 OF SAID SECTION, BEING THE SOUTHEAST CORNER OF AND CONVEYED TO JOHN DUNN AND ELIZABETH L. KENNY, BY DEED RECORDED IN BOOK 1891 PAGE 69, OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTH 0° 44' WEST 902.8 FEET TO A STAKE, SAID STAKE BEING IN LINE WITH THE POINT OF BEGINNING, ABOVE SPECIFIED ON THE ROCK AND IRON BAR MARKING THE QUARTER SECTION CORNER BETWEEN SECTIONS 30 AND 31, TOWNSHIP 1 NORTH, RANGE 10 WEST; THENCE SOUTH 71° 55' 247.5 FEET TO A STAKE; THENCE SOUTH 4° 52' WEST 20.95 FEET TO A STAKE; THENCE NORTH 0° 59' EAST 992.25 FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF LANDS CONVEYED AS AFORESAID TO JOHN DUNN AND ELIZABETH L. KENNY; THENCE SOUTH 89° 47' EAST 246.93 FEET ALONG SAID LAST MENTIONED LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 26, 1956 AS INSTRUMENT NO. 2087 IN BOOK 51563 PAGE 162, OF OFFICIAL RECORDS.

PARCEL 2:

LOT 1 OF TRACT NO. 13185, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 298, PAGE(S) 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "A"

TO LEASE AND OPERATING AGREEMENT

EXHIBIT “B”
LIST OF CITY FF&E

EXHIBIT "C"

COMMENCEMENT DATE MEMORANDUM

As of the ____ day of _____, 200__, the City of Duarte (hereinafter "City") and the County of Los Angeles (hereinafter "County") have entered into a Lease and Operating Lease (hereinafter "Lease"). Pursuant to the Lease, City leases to County the library facility space located on the real property commonly known as 1648 Huntington Drive (hereinafter "Library Facility"). Pursuant to Section III.A of the Lease, City and County have executed this Memorandum to confirm the following:

1. City has issued to County, and County has accepted, a Certificate of Occupancy for the Library Facility; and
2. The term of the Lease commenced on _____, 200__.

IN WITNESS WHEREOF, City and County have caused their duly authorized representatives to execute this Commencement Date Memorandum:

CITY OF DUARTE

By: _____
_____ [NAME]
City Manager

"City"

COUNTY OF LOS ANGELES

By: _____
_____ [NAME]
Director of Real Estate

"County"

EXHIBIT "C"

TO LEASE AND OPERATING AGREEMENT

EXHIBIT "D"

LIST OF COUNTY FF&E

EXHIBIT "E"

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between the City of Duarte ("Lessor") and the County of Los Angeles ("Lessee"), both being a public body corporate and politic duly organized and existing under the laws of the State of California, who agree as follows:

Lessor and Lessee have entered into that certain Lease and Operating Lease dated as of _____, 2003 ("the Lease"). Pursuant to the Lease, Lessor has leased to Lessee real property located at 1648 Huntington Drive in the City of Duarte, County of Los Angeles, State of California described in Exhibit "A" attached hereto and incorporated herein by reference, commencing on _____, 200__ and ending forty (40) years thereafter, unless such term is sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and its terms, covenants and conditions, and for no other purpose. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused their duly authorized representatives to execute this Memorandum:

CITY OF DUARTE

By: _____
_____ [NAME]
City Manager

"Lessor"

COUNTY OF LOS ANGELES

By: _____
_____ [NAME]
Director of Real Estate

"Lessee"

EXHIBIT "E"

TO LEASE AND OPERATING AGREEMENT

ATTACHMENT – 3

**OPTION AGREEMENT
FOR TRANSFER
OF
SUBJECT PROPERTY
1301 BUENA VISTA**

OPTION AGREEMENT

by and between

REDEVELOPMENT AGENCY OF THE CITY OF DUARTE,
a public body, corporate and politic

("Optionee")

and

COUNTY OF LOS ANGELES,
a body politic and corporate

("Optionor")

March ____, 2003

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Exhibit “A”	Legal Description of Land
Exhibit “B”	Escrow Instructions
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OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement" or this "Option") is made and entered into this _____ day of _____, 2003 ("Grant Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF DUARTE, a public body, corporate and politic ("Optionee"), and the COUNTY OF LOS ANGELES, a body politic and corporate ("Optionor").

R E C I T A L S:

A. Optionor is the owner of that certain real property more commonly known as 1301 Buena Vista and located in the City of Duarte, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto (the "Land"), together with all improvements now or hereafter constructed thereon, all easements, licenses and interests appurtenant thereto and all intangible property ("Intangible Property") owned or held by Optionor in connection with the Land, including without limitation, development rights, governmental approvals and land entitlements. The Land, such improvements, appurtenant easements, licenses, interests and Intangible Property are collectively referred to herein as the "Property".

B. Optionee is in the process of applying for grant funds (the "Grant") as codified in the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of June 2000 (Education Code, Title 1, Division 1, Part 11, Chapter 12, Articles 1-3, Sections 19985-20011) and the California Code of Regulations under Title 5, Division 2, Chapter 3, Section 20430, et seq. (collectively, the "Bond Act"), in order to obtain financing for the acquisition and construction of a new, approximately seventeen thousand two hundred (17,200) square foot public library (the "New Library"). The California Public Library Construction and Renovation Board and/or the State Librarian (together, the "Board") shall determine whether the Grant shall be awarded to the City of Duarte.

C. Optionee intends to acquire a site commonly known as 1648 Huntington Drive, located in the City of Duarte, County of Los Angeles, State of California (the "New Site") upon which to build the New Library.

D. Optionee and Optionor intend that Optionor shall primarily be responsible for the operation and maintenance of the New Library pursuant to the terms of a lease and operating agreement (the "Lease") to be entered into by and between Optionor and Optionee substantially concurrently herewith. Among other things, the Lease shall allocate the responsibilities for the operation and maintenance of the New Library between Optionee and Optionor.

E. Optionor is willing to grant Optionee an option to acquire the Property subject to all of the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

OPTION TO ACQUIRE

1.1 Grant of Option. Optionor hereby grants Optionee an option to acquire the Property ("Option") for a purchase price of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$1,850,000) ("Purchase Price"), upon all of the terms, covenants and conditions contained in the form of that certain Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Purchase Agreement") attached hereto as Exhibit "B". The Purchase Price represents the fair market value of the Property as determined by that certain appraisal of the Property dated May 22, 2002, completed by Gerald L. Chuman, MAI, of Lea Associates Property Economics (the "Appraisal"), which Appraisal has been approved by both Optionor and Optionee. This Option shall commence on the Effective Date and shall continue, unless otherwise specified herein, until September 30, 2004 (the "Option Period").

1.2 Consideration. As consideration for the Option Period, Optionee shall, at Optionee's sole cost and expense, satisfy all of the following:

(a) Review that certain preliminary title report order no. 340130079 issued by Stewart Title of California, Inc. ("Title Company") dated _____, 2003 ("Preliminary Title Report"). Optionee approves all exceptions listed in the Preliminary Title Report except exceptions no. _____ through _____, inclusive which are hereby disapproved (the "Disapproved Exceptions") [IF NO EXCEPTIONS ARE DISAPPROVED, CHECK HERE: _____]. If any supplements are subsequently issued to the Preliminary Title Report (the "Supplemental Report(s)"), Optionee shall notify Optionor in writing of any objections Optionee may have to such additional exceptions shown on the Supplemental Report(s) and such additional matters so specified in the notice shall also be deemed Disapproved Exceptions, provided it is understood that Optionee shall have no right to disapprove any exceptions resulting from the direct or indirect acts of Optionee. Regardless of whether Optionee disapproves any exceptions shown by the Preliminary Title Report or any Supplemental Report, the term "Disapproved Exceptions" shall include all monetary liens and encumbrances of liquidated amounts ("Monetary Liens"), other than current, non-delinquent taxes or assessments which affect all or any portion of the Property and which liens or encumbrances were not created directly or indirectly by Buyer. Optionor shall have a period of ten (10) days after receipt of Optionee's notice in which to notify Optionee in writing of Optionor's election to decline to remove the Disapproved Exceptions; provided, however, that in all events and regardless of whether Optionee disapproves such exceptions, Optionor shall, at the close of escrow for the purchase and sale of the Property ("Close of Escrow"), discharge all Monetary Liens. If Optionor notifies Optionee of its election to decline to remove any of the Disapproved Exceptions (except the Monetary Liens), Optionee's sole remedy shall be Optionee's election not to exercise the option. Prior to the termination of this Agreement, except for the removal by Optionee of any Disapproved Exceptions, Optionor agrees not to encumber the Property or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title without obtaining the prior written consent of Optionee.

(b) Make a preliminary analysis of the Property consisting of such engineering, feasibility studies and soils tests as are sufficient to permit Optionee to determine the suitability of the Property for Optionee's contemplated uses.

(c) Initiate such other review and investigation which Optionee deems appropriate to satisfy itself to enter into an unconditional escrow to acquire the Property.

No sums expended by Optionee pursuant to this Section 1.2 shall be applicable to the Purchase Price in the event the acquisition of the Property is consummated. In the event the acquisition of the Property is not consummated for any reason, Optionee shall not be entitled to reimbursement of any of said sums, which shall be deemed expended as consideration for the Option.

1.3 Automatic Termination. In the event that (i) the Grant is not awarded to Optionee, or (ii) Optionee has not exercised the Option to acquire the Property in the manner set forth in Article 2 below on or before 5:00 p.m. on the date the Option Period expires pursuant to Section 1.1 above, the Option shall automatically terminate without any notice to Optionor nor Optionee, and all rights of Optionee in and to the Property shall then and there cease.

1.4 Use of Proceeds. In the event the Option is exercised pursuant to the terms of this Agreement, Optionor agrees to pay the Net Sales Proceeds (as hereinafter defined in this Section 1.4) to Optionee in order for Optionee to acquire the New Site and/or construct and/or improve the New Library. Optionee agrees that the Net Sales Proceeds shall be used only for the purposes described in the preceding sentence. The "Net Sales Proceeds" shall be defined as the Purchase Price minus Optionor's costs of consummating the purchase and sale of the Property, which shall consist only of the following: (i) one-half (1/2) of the escrow fees, (ii) all documentary transfer taxes, if any, and (iii) all title insurance premiums for that portion of the premium for the title policy for the standard non-extended coverage ALTA form policy. Escrow Holder shall retain the Net Sales Proceeds and disburse same to Optionee upon the recordation of a quitclaim deed conveying the Property from Optionor to Optionee in the Official Records of Los Angeles County, California.

1.5 Lease. In the event the Option is exercised pursuant to the terms of this Agreement, Optionor and Optionee expressly agree to execute the Lease for the New Library in substantially the form attached as Exhibit "D" to the Purchase Agreement.

ARTICLE 2

EXERCISE OF OPTION TO ACQUIRE

2.1 In the event Optionee desires to exercise this Option and (a) has performed all acts in the time and manner as required by the terms hereof, and (b) is not in default under any provision of this Agreement, Optionee may exercise its Option by delivering to Optionor on or before 5:00 p.m. on the day on which the Option would otherwise expire, all of the following:

(a) three (3) duplicate originals of the Purchase Agreement each executed by Optionee with (a) Section 3.1 completed and initialed; (b) Section 11.2 initialed; and (c) a copy of any title disapproval letters issued pursuant to Section 1.2(a) above, attached as

Exhibit "C" to the Purchase Agreement or said Exhibit completed with the word "None"; and

(b) a bank cashier's or certified check in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) issued by a bank having offices in Orange or Los Angeles Counties payable to the Escrow Holder (the "Deposit Check").

Optionor shall thereupon promptly execute the Purchase Agreement and deliver, within three (3) days after receipt thereof, one (1) executed copy together with the Deposit Check with the Escrow Holder named therein, return one (1) executed copy to Optionee, and retain one (1) executed copy for Optionor's records. The date that the Purchase Agreement is executed and delivered by Optionor to Escrow Holder shall be the date inserted on the first page of the Purchase Agreement as the date of opening of escrow.

ARTICLE 3

TERMINATION OF OPTION

3.1 Automatic Termination. This Option shall automatically terminate without notice to Optionee nor Optionor pursuant to Section 1.3 above. Notwithstanding the foregoing, at any time during the term of this Option, Optionee may, at its sole discretion, elect to terminate this Agreement by delivering written notice of such election to Optionor, and upon Optionor's receipt of same, this Option shall terminate. Notwithstanding termination of this Agreement for any reason, the obligations (including, but not limited to, the indemnity provisions) arising prior to the date of such termination shall survive and remain in effect until satisfied.

3.2 Delivery of Reports. Within ten (10) days after the expiration or termination of the Option for any reason, upon Optionor's written request, Optionee shall provide Optionor with duplicate originals or copies of any appraisals, surveys, soil tests, engineering reports, investigative marketing reports and research, all governmental applications and all written governmental responses thereto, including without limitation, staff reports, and other data and information which Optionee has obtained pertaining to the Property. Optionor shall pay to Optionee the reasonable duplication costs of the foregoing within ten (10) business days of Optionor's receipt of an invoice for such costs.

3.3 Memorandum of Option. This Agreement constitutes only an Option to acquire the Property, and although the Option granted hereby shall automatically terminate with respect to the Property unless exercised within the time provided for herein, or shall otherwise terminate as provided in this Article 3 above, Optionor nonetheless in all events agrees to execute, acknowledge and deliver to Optionee concurrently with the execution of this Agreement the Memorandum of Option in substantially the form attached hereto as Exhibit "C" and incorporated herein by reference. In the event the Option is not exercised or terminated pursuant to the terms of this Agreement, Optionee agrees to execute any quitclaim deed or other documents required by a reputable title company of Optionor's choice, which said title company might require to remove any cloud from the title of Optionor to the Property that might arise as a result of the Option herein granted if such Option is not exercised prior to expiration or termination, or if Optionee defaults hereunder.

ARTICLE 4

ENTRY AND INVESTIGATION OF SUBJECT PROPERTY

4.1 License to Enter. Provided that Optionee is in compliance with the provisions of this Article 4, Optionor grants Optionee, its agents and employees, a license to enter upon any portion of the Land for the purpose of conducting engineering surveys, investigations, soils tests and other studies. The limited license herein granted shall be co-extensive with the term of the Option or any extension thereof. At least three (3) business days prior to entering onto the Land, Optionee shall deliver to Optionor a certificate evidencing a public liability insurance policy from a reputable insurance company or evidence of self-insurance reasonably satisfactory to Optionor in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) naming Optionor as an additional insured. Optionee agrees to exercise its rights under the License in cooperation with the County Librarian or his/her designee at such times and in such manner as shall cause the least disturbance to the normal operation of the existing county library.

(a) Liens. Optionee shall promptly pay and discharge all demands for payment relating to its inspection or investigation of the Property and take all other steps to avoid the assertion of claims or lien against the Property.

4.2 Indemnity. Optionee hereby agrees to indemnify Optionor against, and holds Optionor harmless from, any and all losses, damages, liabilities, liens, claims, causes of action, judgments, court costs, and legal or other expenses (including attorneys' fees) which Optionor may suffer or incur as a direct consequence of any act or omission by Optionee, any contractor, subcontractor or material supplier, engineer, architect or other person or entity, except Optionor, with respect to the Property. Optionee shall not be obligated to indemnify Optionor with respect to any such losses, damages, liabilities, liens, claims, causes of action, judgments, court costs, and legal or other expenses (including attorneys' fees) arising out of or relating to any negligent or intentional acts or omissions of Optionor, its respective tenants, subtenants, employees, directors, guests, invitees, agents, or independent contractors.

ARTICLE 5

CONDITION OF PROPERTY

5.1 Disclaimer of Representations or Warranties. Should Optionee elect to exercise the Option to acquire the Property, Optionee shall, upon the Close of Escrow, be deemed to have waived any and all objections to the physical characteristics and conditions of the Property which would have been disclosed by reasonable inspection and inquiry. Optionee acknowledges that neither Optionor nor any of its officials, employees, agents, or representatives has made any representations, warranties, or agreements to or with Optionee on behalf of Optionor as to any matters concerning the Property, the present use thereof, or the suitability of Optionee's intended or contemplated use of the Property, except as expressly set forth in this Agreement. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, the purpose to which the Property is suited, drainage, access to public roads, proposed routes of roads or extensions thereof or the availability of governmental permits or approvals of any

kind. Optionee represents and warrants to Optionor that it and its representatives and employees have made or will make their own independent inspection and investigation of the Property. Optionee further acknowledges and agrees that except for any representations and/or warranties made in this Option, the Property is to be purchased, conveyed, and accepted by Optionee in its present condition, "AS-IS", and that no patent or latent physical condition of the Property, whether or not known or discovered, shall affect the rights of either party hereto. Optionee has investigated and has knowledge of operative or imposed governmental laws and regulations (including, but not limited to, zoning, environmental, hazardous waste, and land use laws and regulations) to which the Property may be subject, and is acquiring the Property on the basis of its review and determination of the application and effect of such laws and regulations. Optionee has neither received nor relied upon any representations concerning such laws and regulations made by Optionor, Optionor's employees, agents, or any other person acting on the behalf of Optionor except as set forth in this Option. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind Optionor.

5.2 Cooperation by Optionor. Optionor agrees to cooperate with Optionee during the term of this Option by providing Optionee with copies of such written records, reports, plans, specifications, and all other documentation relating to the Property as may be required by Optionee for analysis of the Property, which are in Optionor's possession.

All documents made available or provided by Optionor to Optionee shall be delivered to Optionee within ten (10) days following the date hereof and are to be delivered without representation or responsibility of Optionor as to the truth, accuracy or quality of material contained in such documents. Optionor shall not, however, be required to (i) obtain any documents not already in Optionor's possession, provided that Optionor agrees to reasonably cooperate with Optionee in attempting to obtain from any private third parties and/or federal, state or local governmental agencies any such items which Optionee specifically identifies in writing to Optionor; (ii) expend funds with respect to said cooperation; or (iii) enter into any agreement as may be necessary to dedicate portions of the Property effective prior to the Close of Escrow for the Property.

ARTICLE 6

MISCELLANEOUS

6.1 Attorney's Fees. If any dispute arises between the parties resulting from this Agreement, each party agrees to pay its own attorneys' fees and costs in connection therewith.

6.2 Notices. Unless otherwise provided for herein, any notice to be given or other document to be delivered by either party to the other hereunder shall either be delivered in person to such party, deposited in the United States mail, duly certified and registered, or by reputable overnight delivery service, with postage prepaid, or by facsimile transmission with written confirmation of successful transmission, addressed to the party for whom intended as follows:

To Optionee: Redevelopment Agency of the City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: Director of Community Development
Telephone: (626) 357-7931
Facsimile: (626) 358-0018

Copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Attn: Dan Slater, Esq.
Telephone: (714) 641-3437
Facsimile: (714) 546-9035

To Optionor: County of Los Angeles Public Library
7400 East Imperial Highway
Downey, CA 90242
Attn: County Librarian
Telephone: (562) 940-8400
Facsimile: (562) 803-3032

Copy to: Office of the County Counsel
500 W. Temple Street
Los Angeles, CA 90012
Attn: Helen Parker, Esq.
Telephone: (213) 974-1889
Facsimile: (213) 617-7182

Copy to: Executive Office of the Board of Supervisors
500 W. Temple Street
Los Angeles, CA 90012
Attn: Executive Officer of the Board
Telephone: (213) 974-1889
Facsimile: (213) 617-7182

Copy to: County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attn: Director of Real Estate
Telephone: (213) 974-1200
Facsimile: (213) 217-4968

Either party may from time to time, by written notice to the others, designate a different address which shall be substituted for the one above specified, and/or specify additional parties to be notified.

6.3 Broker's Fee. Each party represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to any portion of the transaction contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

6.4 Assignment. Optionee shall have no right to assign the Option herein granted or any right or privilege Optionee might have in the Option or extension thereof, if any, by operation of law or otherwise, except to the City of Duarte. Optionee shall not be relieved from its obligations under this Agreement in the event of such assignment.

6.5 Time of the Essence. Time is of the essence of each of the terms, covenants and conditions of this Agreement.

6.6 Personal Property. Optionor shall transfer any and all furniture, fixtures, equipment, and other personal property (collectively, "Personal Property") in accordance with the terms of Section V(A)(1) of the Lease. Any Personal Property remaining on the Property after the Close of Escrow shall be the personal property of Optionee, or, at Optionee's election, shall be removed by Optionee. Optionor and Optionee agree that they shall equally share in any such removal costs, if applicable.

6.7 Condemnation. In the event all or any portion of the Property is taken or designated to be taken by condemnation proceedings, or proceedings in lieu thereof prior to the exercise of the Option, Optionor shall be entitled to all condemnation proceeds. In the event Optionee exercised the Option: (i) Optionee shall be entitled to all condemnation proceeds upon consummation of the transaction, (ii) the terms of the Agreement shall remain unmodified, and (iii) Optionor shall consult with Optionee regarding any proposed settlement with the condemnor and Optionee shall have the reasonable right of approval thereof. Optionor shall remit any such proceeds to Escrow Holder upon receipt of same, which proceeds Escrow Holder shall deliver to Optionee upon the Close of Escrow. In the event Optionee fails to exercise the Option in the manner provided herein, Optionee shall have no right to any condemnation proceeds.

6.8 Consent of Parties. Whenever by the terms of this Agreement the consent or approval of Optionor or Optionee is to be given, such consent or approval shall be evidenced by the signature of one the following persons designated for each party for such purpose. Initially such persons for Optionor shall be the Chief Administrative Officer or his/her designee, and such person(s) for Optionee shall be the City Manager or his/her designee. Such designated persons may be changed by the party so designating at any time by the delivery of a written notice to the other party.

6.9 Binding on Successors. Subject to the limitations set forth in Section 6.4 above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

6.10 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations and if not contained herein shall not be binding or valid against either of the parties hereto.

6.11 Modification. Any amendments or modifications to this Agreement or the attached Purchase Agreement must be in writing and executed by all the parties to this Agreement.

6.12 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

6.13 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof.

6.14 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.15 Authority to Execute. Each individual executing this Agreement on behalf of a public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such public agency in accordance with authority granted by such public agency, and that all conditions to the exercise of such authority have been satisfied, and that this Agreement are or will be binding upon such public agency in accordance with their respective terms.

6.16 Non-Liability of Officials, Officers and Employees. No officer, official, member, employee, agent, representative, or volunteer of either party shall be personally liable to the other, or any successor in interest, in the event of any default or breach by either party, or for any amount which may become due to either party or its successor, or for breach of any obligation of the terms of this Agreement.

6.17 Conflict of Interest. No officer, official, member, employee, agent, representative, or volunteer of either party shall have any financial interest, direct or indirect, in this Agreement, participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any Federal, State, or Agency statute, ordinance, or regulation.

6.18 Covenant Against Discrimination. Optionee and Optionor covenant for themselves, their successors, assigns, and all persons claiming under or through them, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement.

6.19 No Partnership Created. The relationship of Optionor and Optionee hereunder is that of optionor and optionee only, and none of the provisions of this Agreement are intended to or do create a partnership or joint venture or relationship other than as optionor and optionee.

6.20 Counterparts. This Agreement, including any exhibits attached hereto may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original copy.

6.21 Exhibits. Exhibits "A", "B" and "C", attached hereto, are hereby incorporated herein by this reference.

[end - signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement the day and year first above written.

“OPTIONOR”

COUNTY OF LOS ANGELES,
a body politic and corporate

By: _____
Chair, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer – Clerk of the
Board of Supervisors

APPROVED AS TO FORM
LLOYD W. PELLMAN,
County Counsel

By: _____
Frank Scott, Esq.
Deputy County Counsel

“OPTIONEE”

REDEVELOPMENT AGENCY OF THE
CITY OF DUARTE,
a public body, corporate and politic

By:_____

Name:_____

Its:_____

ATTEST:

Mike Yelton, Assistant Secretary of the
Redevelopment Agency of the
City of Duarte

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By:_____

Dan Slater, Esq.
Special Counsel for the
Redevelopment Agency of the
City of Duarte

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 16 IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST, RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 16, DISTANT NORTH THEREON 716 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 16; THENCE WEST 275 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE TO A LINE PARALLEL WITH THE SOUTHERLY LINE OF HUNTINGTON DRIVE, FORMERLY FALLING LEAF AVENUE, AS SHOWN ON A LICENSED SURVEYOR'S MAP FILED IN BOOK 45, PAGE 17, RECORD OF SURVEYS IN THE OFFICE OF SAID REGISTRAR-RECORDER, AND WHICH PASSES THROUGH A POINT IN THE WESTERLY LINE OF BUENA VISTA STREET, AS SHOWN ON SAID LAST-MENTIONED MAP, DISTANT SOUTHERLY THEREON 402 FEET FROM THE INTERSECTION OF SAID WESTERLY AND SOUTHERLY LINES; THENCE EASTERLY ALONG SAID LAST-MENTIONED PARALLEL LINE AND THE EASTERLY PROLONGATION THEREOF, 275 FEET TO THE EASTERLY LINE OF SAID LOT 16; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 164.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 20 FEET OF SAID PROPERTY, CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 15 FEET OF SAID PROPERTY, INCLUDED WITHIN A PRIVATE ROAD.

END OF LEGAL DESCRIPTION

EXHIBIT "B"

PURCHASE AGREEMENT

(Please see next page)

ATTACHMENT – 4

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTION

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS

Escrow No. _____

Date of Opening
of Escrow: _____, 200__

To:
("Escrow Holder")

Attention:

Escrow Officer
Telephone:
Facsimile:

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (this "Agreement") is made this _____ day of _____, 200__, by and between the COUNTY OF LOS ANGELES, a body politic and corporate ("Seller"), and the REDEVELOPMENT AGENCY OF THE CITY OF DUARTE, a public body, corporate and politic ("Buyer").

R E C I T A L S:

A. Seller is the owner of that certain real property more commonly known as 1301 Buena Vista and located in the City of Duarte, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto (the "Property").

B. Seller and Buyer have previously executed that certain Option Agreement dated as of _____, 2003 (the "Option Agreement") to acquire the Property, the terms of which are incorporated herein by reference. A copy of the Option Agreement shall be delivered to Escrow Holder upon request. By execution of this Agreement, Buyer has exercised its option to purchase the Property.

C. Currently, the Property is being used as a public library operated by Seller. Buyer intends to acquire a site commonly known as 1648 Huntington Drive, located in the City of Duarte, County of Los Angeles, State of California (the "New Site") upon which to build a new public library (the "New Library").

D. Buyer and Seller intend that Seller shall operate and maintain the New Library pursuant to the terms of a lease and operating agreement (the "Lease") to be entered into by and between Buyer and Seller concurrently herewith, in substantially the same form attached hereto as Exhibit "D". Among other things, the Lease shall allocate the responsibilities for the operation and maintenance of the New Library between Buyer and Seller.

E. Seller wishes to sell the Property to Buyer and Buyer wishes to buy the Property from Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

Subject to all of the terms, conditions and provisions of this Agreement, and for the consideration herein set forth, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, the Property.

2. OPENING OF ESCROW.

Within three (3) business days after the execution of this Agreement by Seller, the parties shall open an escrow ("Escrow") with the Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement together with the Deposit (as defined in Section 3.2(a) below) is delivered to Escrow Holder ("Opening of Escrow").

3. PAYMENT OF PURCHASE PRICE.

3.1 Amount of Purchase Price. The purchase price for the Property will be ONE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$1,850,000) ("Purchase Price"). The Purchase Price represents the fair market value of the Property as determined by that certain appraisal dated May 22, 2002, and completed by Gerald L. Chuman, MAI, of Lea Associates Property Economics (the "Appraisal"), which Appraisal has been approved by Buyer and Seller.

Seller's Initials

Buyer's Initials

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) Concurrently with the Opening of Escrow, Buyer shall have deposited in Escrow the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in the form of a cashier's check which deposit shall be applicable to the Purchase Price (the "Deposit"); and

(b) On or before 5:00 p.m. on the business day preceding the Closing Date, Buyer shall deposit with Escrow Holder the balance of the Purchase Price in good funds.

"Good funds" shall mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the Southern California area or cash.

3.3 Interest Bearing Account. Escrow Holder shall deposit the funds specified in Section 3.2(a) above in an interest bearing account. All interest earned on said funds shall be credited to Buyer.

3.4 Return of Deposit. In the event that any of the conditions specified in Section 7.1 below are not satisfied or otherwise waived by Buyer, the Deposit shall be promptly returned to Buyer.

3.5 Use of Proceeds. Seller shall pay to Buyer the Net Sales Proceeds (as hereinafter defined in this Section 3.5) in order for Buyer to acquire the New Site and/or construct and/or improve the New Library. Buyer agrees that the Net Sales Proceeds shall be used only for the purposes described in the preceding sentence. The "Net Sales Proceeds" shall be defined as the Purchase Price minus Seller's costs of consummating the purchase and sale of the Property, which shall consist only of the following: (i) one-half (1/2) of the escrow fees, (ii) all documentary transfer taxes, if any, and (iii) all title insurance premiums for that portion of premium for the title policy for the standard non-extended coverage ALTA form policy. Escrow Holder shall retain the Net Sales Proceeds and disburse same to Buyer upon the recordation of the quitclaim deed conveying the Property from Seller to Buyer in the Official Records of Los Angeles County, California.

3.6 Amortization. Buyer understands that Seller is contributing the Net Sales Proceeds of the sale of the Property to Buyer in order to fund the acquisition, construction, and/or improvement of the New Site and/or the New Library. Although Buyer shall own fee title to the underlying land and improvements for the New Site and the New Library, Seller shall be the public agency that shall occupy, manage, and operate the New Library, as more particularly set forth in the Lease attached hereto. In order to provide a disincentive for Buyer to disallow Seller to continue the occupancy, management, and operation of the New Library, and allow Seller to recoup its investment of the Net Sales Proceeds, Buyer and Seller agree that the provisions of the Lease with respect to the Withdrawal Payment Amount (as defined in Section VI(B)(2) of the Lease) are hereby expressly incorporated herein by reference.

4. ADDITIONAL FUND AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 p.m. on the business day preceding the Closing Date, Seller will deposit or cause to be deposited with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation, the following:

(a) A quitclaim deed conveying the Property to Buyer in the form attached hereto as Exhibit "B" ("Deed");

(b) Two duplicate originals of the Lease executed by Seller in substantially the form attached hereto as Exhibit "D"; and

(c) Such other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

Escrow Holder will cause the Deed to be recorded when (but, in no event, after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Section 6 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

4.2 Buyer. Buyer agrees that on or before 12:00 p.m. on the business day preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation, the following:

(a) A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County;

(b) Two duplicate originals of the Lease executed by Buyer in substantially the form attached hereto as Exhibit "D"; and

(c) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

Escrow Holder will cause the Deed to be recorded when (but in no event after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Section 6 below, and holds for the account of Buyer the items described above to be delivered to Buyer through Escrow, less costs, expenses and disbursements chargeable to Buyer pursuant to the terms hereof.

4.3 Covenant of Seller and Buyer. Buyer and Seller agree to cooperate with one another, at no cost or expense to the cooperating party, in satisfying the conditions to Close of Escrow. Buyer shall be responsible for proceeding with diligence and in good faith to satisfy the conditions, if any, to Buyer's performance set forth in Section 7.1 and Seller shall be responsible for proceeding with diligence and in good faith to satisfy the conditions, if any, to Seller's performance set forth in Section 7.2.

4.4 Distribution of Documents. Following Close of Escrow, Escrow Holder shall distribute the documents as follows:

(a) To Buyer:

(i) One certified conformed copy of the Deed, the original of which shall be mailed to Buyer following recordation thereof;

(ii) One certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof; and

(iii) One fully executed original of the Lease.

(b) To Seller:

- (i) One fully executed original of the Lease; and
- (ii) One certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME OF ESSENCE.

5.1 Closing Date. Escrow shall close on or before the date that is five (5) days prior to the scheduled date that the New Library opens to the general public for use as a public library ("Closing Date"). The terms "the Close of Escrow", and/or the "Closing" are used herein to mean the time the Deed is filed for record by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2 Time of Essence. Buyer and Seller each specifically understands that time is of the essence of each and every term of this Agreement and Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

6. TITLE POLICY

6.1 When Escrow Holder holds for the Buyer the Deed executed and acknowledged by Seller covering the Real Property, Escrow Holder shall cause to be issued and delivered to Buyer as of the Close of Escrow an ALTA standard coverage owner's policy (not extended coverage) of title insurance (the "Buyer Title Policy"), or, upon Buyer's request therefor, an ALTA standard coverage owner's policy (extended coverage) of title insurance, issued by Stewart Title of California, Inc. ("Title Company"), with liability in the amount of the Purchase Price, covering the Property and showing title vested in the Buyer free of encumbrances, except:

(a) All non delinquent general and special real property taxes and assessments for the current fiscal year;

(b) Those easements, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and other matters of record shown as Exceptions _____ through _____, inclusive, on that certain Preliminary Title Report No. 340130079 issued by the Title Company dated as of _____, 2003 ("Preliminary Title Report"); excluding, however, those exceptions, if any, shown under any supplemental title reports which were disapproved as specified in the title disapproval letter(s) issued by Buyer as Optionee pursuant to the Option Agreement, a copy of such title disapproval letter(s) which, if applicable, are attached hereto as Exhibit "C". Notwithstanding the foregoing, in all events and regardless of whether Buyer has disapproved such exceptions, as of the Close of Escrow Seller shall discharge all monetary liens and encumbrances of liquidated amounts, other than current, non-delinquent taxes or assessments which affect all or any portion of the Property and which liens or encumbrances were not created directly or indirectly by Buyer.

(c) The standard printed exceptions and exclusions contained in the ALTA form policy;
and

(d) Any exceptions created or consented to by Buyer, including without limitation, any exceptions arising by reason of Buyer's possession of or entry on the Property.

7. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

7.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(a) Title Company will issue the Buyer Title Policy as required by Section 6.1 of this Agreement insuring title to the Property vested in Buyer.

(b) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(c) All representations and warranties specified in Section 10.1 are true and correct as of the Closing Date.

(d) Buyer's approval of any other conditions specified in this Agreement.

(e) Seller shall not be in default of any term or condition of this Agreement.

(f) Seller shall have executed and delivered to Escrow Holder the Lease in substantially the form attached hereto as Exhibit "D".

(g) Seller shall have instructed Escrow Holder to pay to Buyer the Net Sales Proceeds (as that term is defined in Section 1.4 of this Agreement).

(h) The proposed purchase and sale transaction by and between Buyer and the owner of the New Site for the acquisition of the New Site is closed.

Buyer's approval shall be based upon Buyer's reasonable discretion, provided, however, if Buyer has not delivered written notice of disapproval of the above conditions and written notice of termination of this Agreement and the Escrow to Seller and Escrow Holder by the times provided, or if no time is provided, on or before the Close of Escrow, each such condition shall automatically and conclusively be deemed to have been disapproved by Buyer. In the event that Buyer disapproves of any of the foregoing conditions and timely delivers written notice of termination of this Agreement and the Escrow to Seller and Escrow Holder or is deemed to have disapproved same, Seller, at Seller's option, shall have a period of ten (10) days following Buyer's notice, to resolve to Buyer's reasonable satisfaction the matter(s) disapproved by Buyer, in which event Buyer's notice of termination shall be null and void. If Seller does not resolve the matters disapproved by Buyer within said ten (10) day period or if Seller sooner gives written notice to Buyer and Escrow Holder that Seller does not intend to resolve such matters within such ten (10) day period, then this Agreement shall terminate. If requested by Escrow Holder or Seller, Buyer shall deliver to Escrow Holder and Seller written notice of satisfaction or deemed satisfaction of the conditions set forth in this Section 7.1.

7.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of each of the following conditions precedent:

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(b) Buyer shall not be in default of any term or condition of this Agreement.

(c) All representations and warranties specified in Section 10.2 are true and correct as of the Closing Date.

(d) Buyer shall have executed and delivered to Escrow Holder the Lease in substantially the form attached hereto as Exhibit "D".

8. ESCROW PROVISIONS.

8.1 Escrow Instructions. This Agreement, when signed by Buyer and Seller, shall also constitute escrow instructions to Escrow Holder, and such instructions shall consist of the provisions of Sections 1 through 8, inclusive, 11 and Section 13. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail.

8.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Deed to Buyer at the address set forth in Section 13.11 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder's check. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

8.3 Payment of Costs. Seller shall pay one-half (1/2) of the Escrow fee, all documentary transfer taxes, and all title insurance premiums for that portion of the premium for the Title Policy for the standard non-extended coverage ALTA form policy. Buyer shall pay the one-half (1/2) of the Escrow fee, all charges for recording the Deed, and any additional title insurance premiums. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder. Buyer acknowledges that Seller intends to pay its share of fees and expenses under this Section 8.3 with the proceeds from the sale of the Property to Buyer, and that Seller shall not be obligated to pay any such amount out-of-pocket.

8.4 Termination and Cancellation of Escrow. Time is of the essence of this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder; provided that any document which has been signed by a party who is not to receive the return of such document, shall be marked "void and of no force or effect" by Escrow Holder before it is delivered. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

9. BROKERAGE COMMISSIONS.

9.1 Each party represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to any portion of the transaction contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Limited Representations and Warranties by Seller.

(a) Limited Representations and Warranties. Seller, to the extent of Seller's actual knowledge, hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement; (ii) is true in all material respects as of the date hereof and shall be true in all material respects on the date of Close of Escrow on the Property; and (iii) shall survive the Close of Escrow of the purchase and sale of the Property:

(i) There are no pending or threatened litigation, allegations, lawsuits, claims, actions, arbitrations, regulatory, legal or other proceedings or investigations affecting or relating to the Property or Seller and neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it.

(ii) Seller is not the subject of a present or pending bankruptcy proceedings.

(iii) Seller has the unimpeded power and authority to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(iv) Neither this Agreement nor any other document, certificate or written statement furnished to Buyer by Seller in connection herewith contains any untrue statement of a material fact.

(v) All copies of documents delivered by Seller to Buyer are true, genuine, complete and correct copies of the original executed documents which they purport to be.

(vi) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms, conditions, or constitute a default of under any instrument or obligation to which Seller is now a party or by which Seller may be bound or affected, or violate any order writ, injunction of any court in any litigation to which Seller is a party.

(b) Changed Circumstances. If Seller becomes aware of any fact or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller under this Agreement, whether as of the date given or any time thereafter through the Close of Escrow and whether or not such representation or warranty was based upon Seller's knowledge and/or belief as of a certain date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of its liabilities or obligations with respect thereto. Buyer shall have five (5) days from the receipt of any notice by Seller of the material change of any representation or warranty made by Seller hereunder to terminate this Agreement by providing written notice to Seller and Escrow Holder.

(c) Disclaimer of Representation and Warranties. Buyer acknowledges that it has had an adequate opportunity during the Option Period (as that term is defined in Section 1.1 of the Option Agreement) to inspect the Property and to investigate its physical characteristics and conditions, and hereby waives any and all objections to the physical characteristics and conditions of the Property which would be disclosed by such inspection. Buyer acknowledges that, except as specifically set forth in Section 10.1(a) above, neither Seller nor any of its employees, agents or representatives has made any representations, warranties or agreements to or with Buyer on behalf of Seller as to any matters concerning the Property, the present use thereof, or the suitability of Buyer's intended use of the Property.

The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, existence of hazardous waste or similar substances, purpose to which the Property is suited, drainage or access to public roads. Buyer further acknowledges and agrees that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS-IS", and that no patent or latent physical condition of the Property, whether or not known or discovered, shall affect the rights of either party hereto. Buyer has investigated and has knowledge of operative or imposed governmental laws and regulations (including, but not limited to, zoning, environmental, including specifically the regulations of the Environmental Protection Agency, and land use laws and regulations) to which the Property may be subject, and is acquiring the Property on the basis of its review and determination of the application and effect of such laws and regulations. Buyer has neither received nor relied upon any representations concerning such laws and regulations made by Seller, Seller's employees, agents, or any person acting under or on behalf of Seller. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind Seller.

10.2 Limited Representations and Warranties by Buyer.

(a) Limited Representations and Warranties. Buyer, to the extent of Buyer's actual knowledge, hereby makes the following representations and warranties to Seller, each of which (i) is material and relied upon by Seller in making its determination to enter into this Agreement; (ii) is true in all material respects as of the date hereof and shall be true in all material respects on the date of Close of Escrow on the Property; and (iii) shall survive the Close of Escrow of the purchase and sale of the Property:

(i) There are no pending or, threatened litigation, allegations, lawsuits, claims, actions, arbitrations, regulatory, legal or other proceedings or investigations affecting or relating to Buyer and neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Buyer of any judgment, order, writ, injunction or decree issued against or imposed upon it.

(ii) Buyer is not the subject of a present or pending bankruptcy proceedings.

(iii) Buyer has the unimpeded power and authority to execute, deliver and perform Buyer's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms, conditions, or constitute a default of under any instrument or obligation to which Buyer is now a party or by which Buyer may be bound or affected, or violate any order writ, injunction of any court in any litigation to which Buyer is a party.

(b) Changed Circumstances. If Buyer becomes aware of any fact or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Buyer under this Agreement, whether as of the date given or any time thereafter through the Close of Escrow and whether or not such representation or warranty was based upon Buyer's knowledge and/or belief as of a certain date, Buyer will give immediate written notice of such changed fact or circumstance to Seller, but such notice shall not release Buyer of its liabilities or obligations with respect thereto. Seller shall have five (5) days from the receipt of any notice by Buyer of the material change of any representation or warranty made by Buyer hereunder to terminate this Agreement by providing written notice to Buyer and Escrow Holder.

11. REMEDIES FOR DEFAULT.

11.1 Remedy for Buyer. In the event Seller materially breaches this Agreement, Buyer shall be entitled to obtain relief at law or in equity including, but not limited to, specific performance, mandatory and prohibitory orders and injunctions in order to restrain, prevent or reverse such material breach or, alternatively, Buyer may elect in writing to terminate this Agreement and Escrow.

11.2 LIQUIDATED DAMAGES. IF BUYER SHOULD DEFAULT FOR ANY REASON WHATSOEVER UNDER THIS AGREEMENT, OR IF CLOSE OF ESCROW SHALL NOT HAVE OCCURRED ON OR BEFORE THE CLOSING DATE FOR ANY REASON WHATSOEVER (EXCEPTING ONLY MATERIAL DEFAULT BY SELLER HEREUNDER), THEN AND IN SUCH EVENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE

CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, THE DEPOSIT PREVIOUSLY PAID BY BUYER AS LIQUIDATED DAMAGES SHALL BE DELIVERED IN GOOD FUNDS TO SELLER WITHIN FIVE (5) DAYS AFTER SELLER'S WRITTEN DEMAND THEREFOR AS SELLER'S SOLE MONETARY REMEDY THEREFOR. THIS FOREGOING LIMITATION ON REMEDIES SHALL NOT APPLY TO RECOVERY OF DAMAGES UNDER THE INDEMNITY PROVISIONS SET FORTH IN THIS AGREEMENT.

SELLER'S INITIALS

BUYER'S INITIALS

11.3 Documents to Reflect Termination. Although the rights granted herein shall automatically terminate as set forth herein, Buyer agrees to execute, acknowledge and deliver to Seller within ten (10) days after request therefor, any quitclaim deed or other documents required by a reputable title company to remove any cloud from the title to the Property with respect to this Agreement upon expiration or termination of such rights hereunder. If Buyer fails to deliver such quitclaim deed or other documents as herein required, Seller shall have all rights and remedies granted by law or equity. This covenant shall survive termination of this Agreement for any reason.

12. POSSESSION.

Possession of the Property shall be delivered to Buyer within sixty (60) days of the Close of Escrow. Seller shall transfer its personal property, consisting of furniture, equipment, books, and other personal property (collectively, "Personal Property") pursuant to the terms of the Lease. Any Personal Property remaining on the Property after the Close of Escrow shall be the personal property of Buyer, or, at Buyer's election, shall be removed by Buyer. Buyer and Seller agree that they shall equally share in any such removal costs, if applicable.

13. MISCELLANEOUS.

13.1 Assignment. Buyer shall not have the right to assign this Agreement or any interest or right under this Agreement, by operation of law or otherwise, except to the City of Duarte. Any such assignment shall be conditioned upon the assignee assuming in a form reasonably satisfactory to Seller all of the duties and obligations of the Buyer hereunder occurring or accruing after said assignment becomes effective. Buyer shall not be relieved from its obligations under this Agreement in the event of such assignment.

13.2 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors and assigns.

13.3 Attorneys' Fees. If any dispute arises between the parties resulting from this Agreement, each party agrees to pay its own attorneys' fees and costs in connection therewith.

13.4 Interpretation. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.5 Legal Actions. The Superior Courts of the State of California in the County of Los Angeles shall have the exclusive jurisdiction of any litigation between the parties arising out of this Agreement. This Agreement shall be governed by, and construed under, the laws of the State of California. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. Service of process on Seller and Buyer shall be made in the manner required by law for service on a public entity.

13.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.8 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.9 Merger of Prior Agreements and Understandings. This Agreement, the Option Agreement, the Lease, and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations, correspondence and statements, oral or written, are merged herein and shall be of no further force or effect.

13.10 Covenants to Survive Escrow. The covenants and agreements contained herein shall survive the Close of Escrow and, subject to the limitations on assignment contained in Section 13.1 above, shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

13.11 Notices. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission with telephonic confirmation, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To Buyer: Redevelopment Agency of the City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: Director of Community Development
Telephone: (626) 357-7931
Facsimile: (626) 358-0018

With copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Attn: Dan Slater, Esq.
Telephone: (714) 641-3437
Facsimile: (714) 546-9035

To Seller: County of Los Angeles Public Library
7400 East Imperial Highway
Downey, CA 90242
Attn: County Librarian
Telephone: (562) 940-8400
Facsimile: (562) 803-3032

With a copy to: Office of the County Counsel
500 W. Temple Street
Los Angeles, CA 90012
Attn: Helen Parker, Esq.
Telephone: (213) 974-1889
Facsimile: (213) 617-7182

With a copy to: Executive Office of the Board of Supervisors
500 W. Temple Street
Los Angeles, CA 90012
Attn: Executive Officer of the Board
Telephone: (213) 974-1889
Facsimile: (213) 617-7182

With a copy to: County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attn: Director of Real Estate
Telephone: (213) 974-1200
Facsimile: (213) 217-4968

13.12 Non-Liability of Officers and Employees. No officer, official, member, employee, agent, representative, or volunteer of either party shall be personally liable to the other, or any successor in interest, in the event of any default or breach by either party, or for any amount which may become due to either party or his or her successor, or for breach of any obligation of the terms of this Agreement.

13.13 Conflict of Interest. No officer, official, member, employee, agent, representative, or volunteer of either party shall have any financial interest, direct or indirect, in this Agreement, participate in any decision relating to this Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any Federal, State, or City statute, ordinance, or regulation.

13.14 Covenant Against Discrimination. Buyer and Seller covenant for themselves, their heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement.

13.15 No Partnership Created. The relationship of Seller and Buyer hereunder is that of seller and buyer, and none of the provisions of this Agreement are intended to or do create a partnership or joint venture or relationship other than seller and buyer.

13.16 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

13.17 Exhibits. Exhibits “A”, “B”, “C”, and “D” attached hereto, are each incorporated herein by this reference.

[end - signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

“Seller”

COUNTY OF LOS ANGELES,
a body politic and corporate

By: _____
Chair, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer – Clerk of the
Board of Supervisors

APPROVED AS TO FORM
LLOYD W. PELLMAN,
County Counsel

By:
Frank Scott, Esq.
Deputy County Counsel

“Buyer”

REDEVELOPMENT AGENCY OF THE
CITY OF DUARTE,
a public body, corporate and politic

By:

Name:

Its:

ATTEST:

Mike Yelton, Assistant Secretary of the
Redevelopment Agency of the
City of Duarte

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By:

Dan Slater
Special Counsel for the
Redevelopment Agency of the
City of Duarte

ESCROW HOLDER'S ACCEPTANCE OF ESCROW INSTRUCTIONS

Escrow Holder hereby accepts this Agreement for Purchase and Sale of Real Property and Escrow Instructions from Buyer and Seller and agrees to act as Escrow Holder in accordance with the terms and provisions set forth herein.

Dated: _____, 200__.

STEWART TITLE OF CALIFORNIA, INC.

By: _____, Authorized Officer

SCHEDULE OF EXHIBITS

EXHIBIT “A” LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT “B” QUITCLAIM DEED

EXHIBIT “C” TITLE DISAPPROVAL LETTERS

EXHIBIT “D” LEASE AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 16 IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST, RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 16, DISTANT NORTH THEREON 716 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 16; THENCE WEST 275 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE TO A LINE PARALLEL WITH THE SOUTHERLY LINE OF HUNTINGTON DRIVE, FORMERLY FALLING LEAF AVENUE, AS SHOWN ON A LICENSED SURVEYOR'S MAP FILED IN BOOK 45, PAGE 17, RECORD OF SURVEYS IN THE OFFICE OF SAID REGISTRAR-RECORDER, AND WHICH PASSES THROUGH A POINT IN THE WESTERLY LINE OF BUENA VISTA STREET, AS SHOWN ON SAID LAST-MENTIONED MAP, DISTANT SOUTHERLY THEREON 402 FEET FROM THE INTERSECTION OF SAID WESTERLY AND SOUTHERLY LINES; THENCE EASTERLY ALONG SAID LAST-MENTIONED PARALLEL LINE AND THE EASTERLY PROLONGATION THEREOF, 275 FEET TO THE EASTERLY LINE OF SAID LOT 16; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 164.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 20 FEET OF SAID PROPERTY, CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 15 FEET OF SAID PROPERTY, INCLUDED WITHIN A PRIVATE ROAD.

END OF LEGAL DESCRIPTION

EXHIBIT "B"

QUITCLAIM DEED

(Please see next page)

RECORDING REQUESTED BY & MAIL TO?
Redevelopment Agency of the City of Duarte
1600 Huntington Drive
Duarte, CA 91010-2592
Attn: City Clerk

Space above this line for Recorder's use

**QUITCLAIM
DEED**

DOCUMENTARY TRANSFER TAX \$_____
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.
_____ Signature of Declarant or Agent determining tax. Firm Name

This Quitclaim Deed is recorded at the request and for the benefit of the Redevelopment Agency of the City of Duarte and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

For valuable consideration, receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a public body, corporate and politic ("County"), does hereby surrender, quitclaim and release to the **REDEVELOPMENT AGENCY OF THE CITY OF DUARTE**, a public body, corporate and politic ("City"):

All of the County's right, title and interest in and to that certain described real property located in the City of Duarte, County of Los Angeles, State of California, legally described in Exhibit "A", attached hereto and incorporated herein by this reference, reserving and excepting to the County all previously unreserved oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

SUBJECT TO AND GRANTEE TO ASSUME:

1. All taxes, interest, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

TAX PARCEL: _____

Dated _____

COUNTY OF LOS ANGELES

Sale of surplus County owned property	
REM Sale No _____	Date of Sale _____
File No _____	Parcel _____
Synopsis No _____ Date _____	

By.....
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____ Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____ Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

CERTIFICATE OF ACCEPTANCE
(Govt. Code § 27281)

This is to certify that an interest in certain real property commonly known as the Former Duarte Library Property, located at 1301 Buena Vista in the City of Duarte, County of Los Angeles, State of California, has been conveyed to the Redevelopment Agency of the City of Duarte, a public body, corporate and politic ("Grantee"), by the County of Los Angeles, a body corporate and politic ("Grantor"), and Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

"GRANTEE"
REDEVELOPMENT AGENCY OF THE
CITY OF DUARTE,
a public body, corporate and politic

By: _____

Name: _____

Its: _____

ATTEST:

Mike Yelton, Assistant Secretary of the
Redevelopment Agency of the
City of Duarte

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____
Dan Slater, Esq.
Special Counsel for the
Redevelopment Agency of the
City of Duarte

State of California

}
} ss.
}

County of Los Angeles

On _____, 20 _____, before me, _____, a Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(seal)

State of California

}
} ss.
}

County of Los Angeles

On _____, 20 _____, before me, _____, a Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 16 IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST, RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 16, DISTANT NORTH THEREON 716 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 16; THENCE WEST 275 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE TO A LINE PARALLEL WITH THE SOUTHERLY LINE OF HUNTINGTON DRIVE, FORMERLY FALLING LEAF AVENUE, AS SHOWN ON A LICENSED SURVEYOR'S MAP FILED IN BOOK 45, PAGE 17, RECORD OF SURVEYS IN THE OFFICE OF SAID REGISTRAR-RECORDER, AND WHICH PASSES THROUGH A POINT IN THE WESTERLY LINE OF BUENA VISTA STREET, AS SHOWN ON SAID LAST-MENTIONED MAP, DISTANT SOUTHERLY THEREON 402 FEET FROM THE INTERSECTION OF SAID WESTERLY AND SOUTHERLY LINES; THENCE EASTERLY ALONG SAID LAST-MENTIONED PARALLEL LINE AND THE EASTERLY PROLONGATION THEREOF, 275 FEET TO THE EASTERLY LINE OF SAID LOT 16; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 164.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 20 FEET OF SAID PROPERTY, CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 15 FEET OF SAID PROPERTY, INCLUDED WITHIN A PRIVATE ROAD.

END OF LEGAL DESCRIPTION.

EXHIBIT "C"

TITLE DISAPPROVAL LETTERS

(TO BE ATTACHED PURSUANT TO OPTION AGREEMENT
OR THIS PAGE TO BE MARKED "NONE")

EXHIBIT "D"
LEASE AGREEMENT

(to be inserted)

EXHIBIT "C"

MEMORANDUM OF UNDERSTANDING

(Please see next page)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the City of Duarte
1600 Huntington Drive
Duarte, CA 91010-2592

(Space Above For Recorder's Use)

This Memorandum of Option Agreement is recorded at the request and for the benefit of the Redevelopment Agency of the City of Duarte and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF OPTION AGREEMENT

By this Memorandum of Option Agreement, COUNTY OF LOS ANGELES, a body politic and corporate ("Optionor") and the REDEVELOPMENT AGENCY OF THE CITY OF DUARTE, a public body, corporate and politic ("Optionee") agree as follows:

1. Optionor grants to Optionee the right to acquire, on the terms and conditions stated in that certain Option Agreement dated _____, 200__ that real property located in the City of Duarte, County of Los Angeles, State of California, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. This option must be exercised on or before the date that is two (2) business days after Optionor and Optionee receive written notification from the California Public Library Construction and Renovation Board of its determination to grant funds to Optionee for the purposes of constructing a public library (the "Option Expiration Date").

2. Unless a memorandum extending the above option is executed by all parties to the Option Agreement, or their successors in interest, and recorded before 5:00 p.m. on the Option Expiration Date, this document shall be of no effect against the persons who would otherwise be affected by it under California Civil Code Sections 1213 to 1220, as those sections may hereafter be amended.

(end – signature page follows)

COUNTY OF LOS ANGELES,
a body politic and corporate

Dated: , 200__

By: Chuck West, Director of Real Estate
"OPTIONOR"

APPROVED AS TO FORM
LLOYD W. PELLMAN,
County Counsel

By: Frank Scott, Esq.
Deputy County Counsel

REDEVELOPMENT AGENCY OF THE
CITY OF DUARTE,
a public body, corporate and politic

Dated: , 200__

By:

Name:

Its:

“OPTIONEE”

ATTEST:

Mike Yelton, Assistant Secretary of the
Redevelopment Agency of the
City of Duarte

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By:
Dan Slater, Esq.
Special Counsel for the
Redevelopment Agency of the
City of Duarte

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, Notary Public,
personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, Notary Public,
personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

(SEAL)

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this ____ day of _____, 20____, the facsimile signature of _____ Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____ Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

CERTIFICATE OF ACCEPTANCE

(Govt. Code § 27281)

This is to certify that an interest in certain real property commonly known as the Former Duarte Library Property, located at 1301 Buena Vista in the City of Duarte, County of Los Angeles, State of California, has been conveyed to the Redevelopment Agency of the City of Duarte, a public body, corporate and politic ("Grantee"), by the County of Los Angeles, a body corporate and politic ("Grantor"), and Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

"GRANTEE"
REDEVELOPMENT AGENCY OF THE
CITY OF DUARTE,
a public body, corporate and politic

By: _____

Name: _____

Its: _____

ATTEST:

Mike Yelton, Assistant Secretary of the
Redevelopment Agency of the
City of Duarte
APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____
Dan Slater, Esq.
Special Counsel for the
Redevelopment Agency of the
City of Duarte

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 16 IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 11 WEST, RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 16, DISTANT NORTH THEREON 716 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 16; THENCE WEST 275 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE TO A LINE PARALLEL WITH THE SOUTHERLY LINE OF HUNTINGTON DRIVE, FORMERLY FALLING LEAF AVENUE, AS SHOWN ON A LICENSED SURVEYOR'S MAP FILED IN BOOK 45, PAGE 17, RECORD OF SURVEYS IN THE OFFICE OF SAID REGISTRAR-RECORDER, AND WHICH PASSES THROUGH A POINT IN THE WESTERLY LINE OF BUENA VISTA STREET, AS SHOWN ON SAID LAST-MENTIONED MAP, DISTANT SOUTHERLY THEREON 402 FEET FROM THE INTERSECTION OF SAID WESTERLY AND SOUTHERLY LINES; THENCE EASTERLY ALONG SAID LAST-MENTIONED PARALLEL LINE AND THE EASTERLY PROLONGATION THEREOF, 275 FEET TO THE EASTERLY LINE OF SAID LOT 16; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 164.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 20 FEET OF SAID PROPERTY, CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 15 FEET OF SAID PROPERTY, INCLUDED WITHIN A PRIVATE ROAD.

END OF LEGAL DESCRIPTION

ATTACHMENT – 5

JOINT USE COOPERATIVE AGREEMENT

**LOS ANGELES COUNTY
AND
DUARTE UNIFIED
SCHOOL DISTRICT**

JOINT USE COOPERATIVE AGREEMENT

THIS JOINT USE COOPERATIVE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2003, by and among the CITY OF DUARTE, a municipal corporation (the "City"), the COUNTY OF LOS ANGELES, a body corporate and politic (the "County") and the DUARTE UNIFIED SCHOOL DISTRICT, a public school district (the "District") (collectively, the City, the County, and the District shall be referred to herein as the "Parties" and individually as a "Party").

R E C I T A L S

Whereas, an extensive Community Library Needs Assessment was conducted in 2002-2003 by an independent library consultant hired by the City which identified the need for support of the formal education of students; and

Whereas, the City and the District have enjoyed a successful partnership in serving the educational needs of the youth since 1957, when the City incorporated and the District was formed; and the County's existing Duarte Public Library has served the City since 1950; and

Whereas, the Duarte City Council and the Duarte Unified School District Board in a joint meeting in 2002 supported the application to the State of California for funding to construct a new Duarte Library that could better respond to the needs of students and their families; and

Whereas, the City is applying for grant funds (the "Grant"), as codified in the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of June 2000 (Education Code, Title 1, Division 1, Part 11, Chapter 12, Articles 1-3, Sections 19985-20011) and the California Code of Regulations under Title 5, Division 2, Chapter 3, Section 20430, et seq. (collectively, the "Bond Act"), for the acquisition of the Site (as hereinafter defined) and the construction of a new, approximately seventeen thousand two hundred (17,200) square foot public library (the "New Library") proposed to be located on certain real property situated near the City's Civic Center in the City of Duarte, County of Los Angeles, State of California, adjacent to the District's headquarters, which proposed new library property is more commonly known as 1648 Huntington Drive (the "Site") and is more particularly described in Exhibit "A" attached hereto and incorporated herein; and

Whereas, under the Bond Act, first priority will be given in the award of grant funds to joint use projects in which the public agency which operates the library and one or more school districts have entered into a cooperative agreement; and

Whereas, the County is the public agency which operates the existing Duarte Library; and

Whereas, the Joint Venture Project, as that term is defined in the Bond Act, shall provide a Parent and Student Support Program which includes a Homework Center and a Literacy Center, with space and materials for formal homework support, family literacy services, and computer training; and

Whereas, this Agreement defines the Joint Venture and the joint participation and cooperation of the City, the District, and the County in connection therewith; and

Whereas, the City, the District, and the County acknowledge and agree that this Agreement shall be contingent upon and effective only if City receives the Grant from the State of California to acquire the Site and fund/construct the New Library; and

Whereas, the Parties are each authorized and empowered to contract for the joint exercise of powers pursuant to California Government Code Sections 6500 et seq. which provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties ("Joint Powers Law"); and

Whereas, the Parties are each authorized and empowered to enter into this Agreement for the joint exercise of powers pursuant to California Education Code Section 10900 et seq. ("Community Recreation Programs Law") which authorizes public authorities to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and which further empowers public authorities to cooperate with each other to attain such objectives.

NOW THEREFORE, in consideration of the foregoing recitals and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A G R E E M E N T

1. Definition of the Roles and Responsibilities of Each Party

Representatives of the District, the County, and the City will constitute an Advisory Committee to implement and evaluate the Joint Venture services. In addition to participating in the Advisory Committee, each will have the roles and responsibilities for the joint venture as follows:

(a) The City shall:

- (i) Provide funds to the County for two (2) paid part-time homework assistants at the level of Los Angeles County's classification of Library Page at 20 hours per week each to staff the Homework Center and one part-time librarian to assist with computer training and outreach.
- (ii) Provide maintenance for the New Library as more particularly set forth in the Lease Agreement by and between the City and the County to be executed concurrently herewith.
- (iii) Maintain and replace as necessary three (3) computers, including software, printers, and peripheral equipment in the Homework Center.

(b) The County shall:

- (i) Operate and manage the Parent and Student Support Program, including the Homework Center and Literacy Center, which shall be a part of the New Library. The New Library shall operate as a unit of the County of Los Angeles Public Library, and shall be subject to the County's operating policies and procedures for public libraries.
- (ii) Hire, train, and supervise the homework assistance staff and volunteers.
- (iii) Provide an updated collection of materials to support formal learning.
- (iv) Provide quarterly computer training classes for students and families that focus on homework assistance resources.
- (v) Provide a basic literacy program with a family literacy component including a focus on outreach to parents of young students with limited English skills.
- (vi) Hire, train, and supervise the literacy staff and volunteers.
- (vii) Maintain and replace as necessary three (3) computers, including software, printers, and peripheral equipment in the Homework Center.

(c) The District shall:

- (i) Provide current school textbooks and a core collection of homework reference support materials including encyclopedias, almanacs, and other appropriate school reference publications for the Homework Center on or before the day the Homework Center begins operation. All Homework Center collection materials will be available for use in the Homework Center only and will not circulate. This collection shall be evaluated jointly on an annual basis by a designee of the District and a designee of the County for currency and relevancy. The collection will be maintained and updated by the District as necessary to ensure a relevant and appropriate Homework Center collection.
- (ii) Provide high school or community volunteers to assist the paid, part-time homework assistance staff on a regular basis.
- (iii) Promote the homework assistance program as a volunteer opportunity to high school students with service hour requirements.
- (iv) Conduct classes for parents to assist their children with homework assignments at least once per semester. Classes shall be provided in Spanish as well as English to reach the monolingual Spanish-speaking parents and those with limited English proficiency.

- (v) Serve as liaison to non-English speaking parents of students and provide translation as needed for library orientation, computer training classes and parent classes with parent groups associated with the schools.
- (vi) Maintain and replace as necessary three (3) computers, including software, printers, and peripheral equipment in the Homework Center.

2. Description of the Joint Library Services and How They Will be Provided

The City, the District, and the County recognize the importance of parental support in the success of children in school; therefore, the Joint Venture will have two major service components—Student Support Services and Parent Support Services.

(a) Student Support Services

The purpose of the Student Support Services is to provide a safe place for students to study independently or use computers for schoolwork, to provide assistance with homework and study skills during the scheduled homework assistance hours as detailed in Section 3, and to provide computer literacy instruction to students and their parents to bridge the very real digital divide that exists in the City of Duarte.

(i) Homework Center

- (1) The New Library shall provide approximately one thousand one hundred (1,100) square feet of dedicated space to be used for a Homework Center. The Homework Center shall be a separate room accessible to both the Young Adult and Children's Areas of the New Library.
- (2) The Homework Center will provide table seating for sixteen (16) people and eight (8) computer workstations, as well as an additional ADA accessible computer workstation. Each computer workstation will be equipped with a computer, printer, peripherals, homework assistance software, web links to related Internet sites, and specialized skill-building software for math, reading, science, and social science. A workstation will be provided for the Homework Center staff.
- (3) The computers in the Homework Center will be subject to the County's public Internet use policies and procedures in effect on the date the New Library opens to the public. A copy of the County's public Internet use policies and procedures shall be available at the Homework Center.
- (4) Homework-related reference materials and school textbooks will be provided by the District in the Homework Center. Temporary

reserve materials from the library's general collection will also be provided for in-house use.

- (5) The proportion of the library's circulating collection of homework related resources will be increased.
- (6) Homework assistance will be provided by two (2) part-time staff members and volunteers recruited from the high school and community. Assistance will be provided for homework assignments, studying for tests, developing study habits, and participating in computer-based learning activities which will provide opportunities to strengthen reading, writing, science, language, and math skills.
- (7) The homework assistance staff will target students in grades 4 through 8, which group was identified by parents and teachers as those most in need of this service. Independent study for older students shall be allowed if space permits.
- (8) When not being utilized for homework assistance, the Homework Center may be used for additional homework-related activities such as classes conducted by the District for parents on assisting their children with homework, classes conducted by the District or the County to improve computer literacy for patrons of all ages, or independent general library use.

(ii) Group Study

- (1) The New Library shall provide a designated Group Study room to meet the needs of students to do group projects and assignments. This room shall be available during all hours the library is open and shall provide seating for eight (8) people.

(iii) Computer Training

- (1) In addition to use by students in conjunction with homework assignments, computers in the Homework Center will be used by staff for computer training classes. At the beginning of each school quarter, homework assistants will provide classes to introduce users of the Homework Center to the library's catalog and other electronic resources as well as guiding them in the use of the Internet.

(b) Parent Support Services

The primary focus of these services is to assist parents in supporting their children to be successful in school. There are three elements thereto: (i) a literacy program with a family literacy component that targets parents with limited English

proficiency, (ii) classes to help parents work with their children on homework, and (iii) family computer training.

(i) Literacy/Family Literacy

- (1) The New Library shall provide a literacy program with one-to-one and small group tutoring to adults wishing to improve their reading and writing skills. The County, working with the District, will focus the program on the parents of kindergarten and young elementary school students with limited English proficiency.
- (2) Two (2) part-time Literacy Aides will work with the District to publicize the program and recruit parents. Trained volunteer tutors will include in their lessons programs to teach parents to read picture books to their children in order to foster family literacy.
- (3) Library orientation will be included as part of the literacy program. Programs for both parents and families will promote reading skills and enjoyment.
- (4) The New Library shall provide a dedicated Literacy Tutoring Room of approximately one hundred sixty (160) square feet for one-to-one tutoring. The room will include a tutoring counter, computer and TV/VCR, as well as space for young children to entertain themselves during the tutoring session. Small groups may utilize the Conference Room and Group Study Room for group literacy classes.

(ii) Parent Classes

- (1) The District shall provide classes at the New Library to assist parents in supporting their children with school work. These will be conducted once each semester in conjunction with a Library Open House and orientation. These will be conducted in both English and Spanish, utilizing District translators as needed. Library staff will participate in the classes, emphasizing the importance to parents of reading to their children.

(iii) Family Computer Training

- (1) A librarian will conduct family computer training classes for student and parent/ caregiver/guardian pairs and will focus on electronic resources of use to students, including the Internet. Classes will be scheduled on a quarterly basis in the Homework Center. Eight (8) computer stations, each with two (2) seats (plus one (1) ADA accessible computer workstation), will facilitate the use by the families. When these classes are presented, the

homework assistance program will relocate to the Community Room.

3. Library Hours of Service for the Public and Students

The New Library shall be open to the public during the following days and hours:

Tuesday through Thursday	9:00 a.m. to 8:00 p.m.
Friday	10:00 a.m. to 6:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.

The Homework Center will be staffed Tuesday through Friday after school, and on Saturdays. The operating hours for the Homework Center are as follows:

Tuesday, Wednesday and Thursday	3:00 p.m. to 7:00 p.m.
Friday	3:00 p.m. to 6:00 p.m.
Saturday	12:00 p.m. to 5:00 p.m.

The Literacy Center tutoring room will be available all hours the New Library is open. Tutoring and orientations for parents will take place generally during the hours the children are in school. The hours for this service are flexible and can accommodate parent availability.

Parent classes and family computer training classes will be scheduled for evenings to accommodate working parents, and will be during library hours.

4. Number and Classification of Staff Members; Use of Volunteers

- (a) Homework assistance and student computer training will be delivered by two (2) part-time homework assistants staffed at the level of Los Angeles County's classification of Library Page at 20 hours per week each, funded by the City, trained by and working under the supervision of the County's Community Library Manager.
- (b) In addition, a corps of both high school volunteers and community volunteers will assist the paid homework assistance staff. Homework assistance volunteers shall be treated as County volunteers, be subject to County volunteer policies and procedures, and be covered under the County's volunteer insurance.
- (c) The coordination of high school volunteers will be supervised by a designee from the District Staff.
- (d) Maintenance of computers will be completed by the County's Information Technology Systems Staff, with each Party contributing one-third (1/3) of the cost to complete same. The County shall pay for such maintenance, and the City and the District shall each reimburse the County for its respective share of the maintenance expenses, as more particularly set forth in Section 6(d) of this Agreement.

- (e) The basic literacy with a family literacy focus aimed at parents with limited English proficiency will be delivered by two (2) part-time Literacy Aides trained by and working under the supervision of the Community Library Manager. Tutors will be recruited, trained and coordinated by the Literacy Aides, with support from the County Library's Literacy Office.
- (f) Family computer training classes will be conducted by librarians from the County Staff.
- (g) Classes for parents to assist them in supporting their children with school work will be conducted by the English Language Development Coordinator from the District Staff.
- (h) Translation services for library orientations, computer training and parent classes will be conducted by a designee from the District Staff.
- (i) The English Language Development Coordinator from the District Staff will serve as the liaisons between the library staff and non-English speaking parents.

5. Ownership of the Site, Facility, Furnishings, Equipment and Library Materials

- (a) The underlying fee title to the land, building and improvements, along with any personal property, furnishings, or equipment comprising the New Library, except personal property, trade fixtures, furnishings or equipment provided or paid for by the County or the District, shall be owned by the City. Library materials will be owned by the County, with the exception of Homework Center materials provided by the District, which shall remain the property of the District. Any furnishings, equipment, and materials in the Homework Center provided and paid for by the County or the District shall remain the property of the County or the District, respectively.

6. Sources and Uses of Funding

- (a) The two (2) paid part-time Library Pages for the Homework Center will be employees of the County. Funding for salaries, employee benefits, workers' compensation, and other payroll costs for the aforementioned two (2) Library Pages will be provided by the City. City shall pay for other payroll costs expended by County in connection with the two (2) Library Pages so long as such payroll costs are expended by County in connection with other County employees of the same classification and reasonably approved by the City, which City approval shall not be unreasonably withheld, conditioned, or delayed. The County will send an invoice to the City for funding costs on a quarterly basis, and the City will pay the County for those charges within thirty (30) days of receipt of the County's invoice, along with reasonable supporting documentation evidencing the payment of such invoices by the County and the reasonable necessity of the expenditure of such charges.

- (b) Funding for an additional part-time librarian will be provided by the City to facilitate the implementation of the Joint Venture project and to support the increased use of the New Library.
- (c) The collection of textbooks and reference materials for the opening of the Homework Center will be funded by the District, and will be updated by the District as needed.
- (d) The Homework Center will initially be furnished with nine (9) computers with printers and peripherals funded from the project budget for the New Library. The District, the City, and the County are each responsible for providing the funding for the ongoing maintenance and replacement of three (3) computers, printers, peripherals, and related software. The Parties agree that all computers, printers, peripheral equipment items, and software provided under this paragraph shall meet County hardware and software requirements, and shall be maintained and replaced as required in the reasonable discretion of the County. The cost of the maintenance and replacement of the computers, printers, peripheral equipment items, and software will be prorated equally among the Parties and will be invoiced by the County to the City and the District on an annual basis. The City and the District each agree to pay the County for those charges within thirty (30) days of receipt of the County's invoice.

7. Responsibility for Facility Operation, Maintenance, and Management

The New Library shall be operated and managed solely by the County. The responsibility for maintenance of the New Library shall be completed by the City, as more fully set forth in the Lease Agreement by and between the City and the County to be executed concurrently herewith.

8. Indemnity

- (a) No Party nor any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of another Party under or in connection with any obligation delegated to the Parties under this Agreement. Each Party shall indemnify, defend and hold harmless the other Parties, their officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of that Party's own officers, agents, contractors, or employees under or in connection with any obligation delegated to such Party under this Agreement. This indemnity shall survive termination of this Agreement.

9. Insurance

- (a) General Insurance Requirements: Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain, and shall require their sub-contractors to maintain, the insurance programs set forth in this Section 9. Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Parties, and shall be provided and maintained at the Party's own expense.
- (i) Evidence of Insurance: Each Party shall provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Parties prior to commencing services under this Agreement. Such evidence shall identify this Agreement and the required coverages, and provide that the other Parties receive written notice by mail at least thirty (30) days in advance of cancellation for all required coverages.
- (ii) Insurer Financial Ratings and Self-Insurance: If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.
- (iii) Notification of Incidents, Claims or Suits: The Parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.
- (b) Insurance Coverage Requirements: Each Party shall maintain the following programs of insurance coverage:

- (i) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following, and naming the other Parties as an additional insureds:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- (ii) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

- (iii) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the State of California, and for which each of the Parties' contractor and/or subcontractors shall be responsible. This insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

10. Non-Discrimination.

The City, the County, and the District agree that in providing the Parent and Student Support Program services, the hiring of staff, and the selection and use of volunteers, all persons will be treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, age, sexual orientation, marital status or disability, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

11. Review and Modification Process.

The terms and conditions of this Agreement shall be reviewed jointly by the Parties annually during the term to determine that the services of the Parent and Student Support Program continue to meet the needs of the public and students. Each Party shall designate a representative as the contact liaison in connection with any and all issues pertaining to this Agreement. The City Manager, the District Superintendent, and the County Librarian shall each designate in writing to the other Parties the identity of each liaison within ten (10) business days of the award of the Grant. The terms and conditions of the Agreement may be revised or amended in writing as may be necessary from time to time and as mutually agreed by the County Librarian and designated representatives for the City and District for the Parties provided that any such amendment is consistent with the original intent of the Agreement and the requirements of the Bond Act.

12. Field Act Applicability.

It is agreed that the New Library shall not be located on school property, and that at no time will the Homework Center or any other part of the New Library be used for required educational purposes for more than twenty-four (24) pupils enrolled in kindergarten or any of the grades 1 through 12 at any one time in the building. Based on this understanding, the Field Act will not apply to the construction of the New Library.

13. Commitment to Providing Joint Use Library Services.

The City, the County, and the District hereby expressly agree to cooperate with one another to provide the joint use Parent and Student Support Program service described in this Agreement for a term of twenty (20) years, or such other alternative joint use library service as may be mutually agreed by the Parties, which shall be consistent with the eligible joint use

services provided for in Section 20434(a)(1)(B) of the Bond Act, beginning on the date the New Library opens to the public and ending twenty (20) years thereafter.

14. Inclusion of Education Code.

The City, the County, and the District acknowledge that this Agreement incorporates Education Code section 19999 and section 20440(e)(3)(G) of the Bond Act, which require the provision of public library direct services for forty (40) years at the New Library, beginning on the date the New Library opens to the public and ending forty (40) years thereafter.

15. Effectiveness of Agreement.

The Parties agree that this Agreement shall be operative only if the City receives the Grant funding from the State and constructs the New Library.

16. Notices.

- (a) Mailed Notice: Any notice required or desired to be served by any Party shall be personally delivered or delivered by United States Mail, postage-prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices personally delivered or delivered by document delivery service shall be effective upon receipt. Notices shall be delivered to the Parties at the following addresses:

To City: City of Duarte
1600 Huntington Drive
Duarte, CA 91010-2592
Attn: City Clerk
Telephone: (626) 357-7931
Facsimile: (626) 358-0018

With a copy to: Rutan & Tucker, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626
Attn: Dan Slater, Esq.
Telephone: (714) 641-3437
Facsimile: (714) 546-9035

To District: Duarte Unified School District
1620 Huntington Drive
Duarte, CA 91010-2592
Attn: District Superintendent
Telephone: (626) 358-1191
Facsimile: (626) 930-0341

With a copy to: Atkinson, Andelson, Loya, Ruud and Romo
17871 Park Plaza Drive, Suite 200
Cerritos, CA 90703
Attn: Terry T. Tao, Esq.
Telephone: (562) 653-3200
Facsimile: (562) 653-3333

To County: County of Los Angeles Public Library
7400 East Imperial Highway
Downey, CA 90242
Attn: County Librarian
Telephone: (562) 940-8400
Facsimile: (562) 803-3032

With a copy to: Office of the County Counsel
500 W. Temple Street
Los Angeles, CA 90012
Attn: Helen Parker, Esq.
Telephone: (213) 974-1889
Facsimile: (213) 617-7182

With a copy to: Executive Office of the Board of Supervisors
500 W. Temple Street
Los Angeles, CA 90012
Attn: Executive Officer of the Board
Telephone: (213) 974-1889
Facsimile: (213) 617-7182

- (b) Emergency Contact Numbers: The Parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

17. Party Employees.

- (a) City Employees: For purposes of this Agreement, all persons employed in the performance of services and functions for City shall be deemed City employees and no City employees shall be considered as an employee of District or County under the jurisdiction of District or County, nor shall such City employees have any District pension, civil service, or other status while an employee of City.
- (b) District Employees: For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees and no District employee shall be considered as an employee of City or County under jurisdiction of the City or County, nor shall such District employees have any City or County pension, civil services, or other status while an employee of District.

- (c) County Employees: For purposes of this Agreement, all persons employed in the performance of services and functions for County shall be deemed County employees and no County employee shall be considered as an employee of City or District under jurisdiction of the City or District, nor shall such County employees have any City or District pension, civil services, or other status while an employee of County.

18. Miscellaneous.

- (a) Attorneys' Fees; Litigation: In the event of a dispute under this Agreement, each Party shall bear its own attorneys' fees and costs.
- (b) Assignment: No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior mutual written consent of all Parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all Parties to carry out and observe each applicable Party's agreements hereunder.
- (c) Binding on Heirs: This Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors, and assigns.
- (d) Time of the Essence: Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.
- (e) Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- (f) Entire Agreement, Waivers and Amendments: This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.
- (g) Interpretation: Governing Law: This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.
- (h) Authority: The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

- (i) Execution in Counterpart: This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
- (j) Effect of Recitals: The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and City, County and District acknowledge and agree that they are each bound by the same.
- (k) Interpretation: Governing Law: This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect on the Effective date.
- (l) Conflicts of Interest: No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.
- (m) Rights and Remedies are Cumulative: Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.
- (n) Provisions Required by Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.
- (o) Cooperation: The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.
- (p) Ambiguities Not to be Construed Against Drafting Party: The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

- (q) Joint Venture: It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between District, County and City, or any combination thereof. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm organization or corporation shall have any right or cause of action hereunder.
- (r) Nonliability of Officials: No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.
- (s) Third Party Beneficiaries: Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

[END -- SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

“City”

CITY OF DUARTE,
a municipal corporation

By:_____

Name:_____

Its:_____

ATTEST:

City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By:_____

Dan Slater
Attorneys for City of Duarte

“County”

COUNTY OF LOS ANGELES,
a body corporate and politic

By:_____

Name:_____

Its: Chairman of the Board of Supervisors

ATTEST:

Violet Varona Lukens
Executive Officer – Clerk of the Board of Supervisors

APPROVED AS TO FORM
LLOYD W. PELLMAN, County Counsel

By:_____
Helen Parker
Deputy County Counsel

“District”

DUARTE UNIFIED SCHOOL DISTRICT,
a California Public School District

By:_____

Name:_____

Its:_____

ATTEST:

Clerk of the Governing Board of the
Duarte Unified School District

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

By:_____
Terry T. Tao, Esq.
Attorneys for Duarte Unified
School District

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WESTERLY 156.93 FEET OF THE NORTHERLY 221.97 FEET OF THAT PART OF LOT 14 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 10 WEST, IN THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 80 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11 OF SAID SECTION, BEING THE SOUTHEAST CORNER OF AND CONVEYED TO JOHN DUNN AND ELIZABETH L. KENNY, BY DEED RECORDED IN BOOK 1891 PAGE 69, OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTH 0° 44' WEST 902.8 FEET TO A STAKE, SAID STAKE BEING IN LINE WITH THE POINT OF BEGINNING, ABOVE SPECIFIED ON THE ROCK AND IRON BAR MARKING THE QUARTER SECTION CORNER BETWEEN SECTIONS 30 AND 31, TOWNSHIP 1 NORTH, RANGE 10 WEST; THENCE SOUTH 71° 55' 247.5 FEET TO A STAKE; THENCE SOUTH 4° 52' WEST 20.95 FEET TO A STAKE; THENCE NORTH 0° 59' EAST 992.25 FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF LANDS CONVEYED AS AFORESAID TO JOHN DUNN AND ELIZABETH L. KENNY; THENCE SOUTH 89° 47' EAST 246.93 FEET ALONG SAID LAST MENTIONED LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 26, 1956 AS INSTRUMENT NO. 2087 IN BOOK 51563 PAGE 162, OF OFFICIAL RECORDS.

PARCEL 2:

LOT 1 OF TRACT NO. 13185, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 298, PAGE(S) 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "A"

TO JOINT USE COOPERATIVE AGREEMENT

ATTACHMENT – 6

RESOLUTION

CERTIFYING LOS ANGELES COUNTY'S COMMITMENT TO OPERATE THE NEW LIBRARY

ATTACHMENT 6

RESOLUTION OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS DUARTE LIBRARY PROJECT

WHEREAS, on March 7, 2000, California's voters approved Proposition 14, which established the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (ABond Act) creating a \$350 million State bond program for construction and renovation of library facilities; and

WHEREAS, the City of Duarte (ACity) desires to apply for Bond Act funds for the construction of a new library, and has prepared a grant application and required supporting documents, to submit for the second grant application cycle deadline of March 28, 2003; and

WHEREAS, the County of Los Angeles (ACounty) provides library service to the City of Duarte and currently operates the existing library within the City; and

WHEREAS, the City and County have negotiated a lease and operating agreement for the County's use and operation of the new library; and

WHEREAS, the State has adopted certain regulations governing the application process to obtain Bond Act funds, which regulations require the City to submit with its application a resolution adopted by the County Board of Supervisors regarding the County's commitment to operate the new library constructed by the City; and

WHEREAS, this resolution complies with the requirements of the State regulations for a Bond Act grant application;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 19985 *et seq.* of the Education Code of the State of California, the Board of Supervisors of the County of Los Angeles does hereby certify that the County will operate the completed facility and provide public library direct service.

The foregoing resolution was on the _____ day of _____, 2003, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of the County of Los Angeles Public Library.

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the Board of Supervisors
of the County of Los Angeles

Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By:

Deputy